Benard V. Preziosi, Jr. (BP-5715) Lizabeth L. Burrell (LB-7980) Christopher C. Costello (CC-6516)

CURTIS, MALLET-PREVOST, COLT & MOSLE LLP

101 Park Avenue

New York, New York 10178

Telephone:

(212) 696-6000

Facsimile:

(212) 697-1559

Attorneys for Defendant PDVSA Petroleo, S.A. (a/k/a PDVSA Petroleo y Gas, S.A.)

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

MUSKET CORPORATION,

Plaintiff,

- against -

PDVSA PETROLEO, S.A., a/k/a PDVSA PETROLEO Y GAS, S.A., and ADVANCED ENGINEERING DEVELOPMENT LTD.,

Defendants.

Civil Action No. 06 CV 15522 (VM)

AFFIDAVIT OF LIZABETH BURRELL IN OPPOSITION TO PLAINTIFF MUSKET CORPORATION'S MOTION TO CONFIRM THE ATTACHMENT

STATE OF NEW YORK )ss.:

COUNTY OF NEW YORK

LIZABETH L. BURRELL, being duly sworn, deposes and says:

- 1. I am a member of the Bar of this Court and am Counsel to Curtis, Mallet-Prevost, Colt & Mosle LLP, attorneys for defendant PDVSA Petroleo, S.A. (a/k/a PDVSA Petroleo y Gas, S.A.) ("PDVSA") in this action.
- 2. Annexed hereto are (a) the declaration pursuant to 28 U.S.C. § 1746 of Gilmer G. González G., the International Commerce General Manager of the Commerce & Supply of PDVSA and (b) the declaration pursuant to 28 U.S.C. § 1746 of Maria Gabriela Silva, an analyst in the Letter of Credit Department of PDVSA. In light of certain logistical restraints, we have not yet received the originals of these declarations from our client. The attached declarations are versions that I received today by e-mail. The originals of the declarations, which are being sent to me from Venezuela, will be filed with the Court upon receipt.
- 3. As the Court will see, Ms. Silva's declaration is in Spanish, as are many of the exhibits that are referenced in and annexed to the declarations. We have translated Ms. Silva's declaration as well as the Spanish language exhibits. The English translation of a document is separated from the Spanish language original by a sheet of paper, but both the original and the translation are included in the same exhibit.
- 4. Also annexed hereto is the affidavit of Antonio De Lisi Martínez, an associate at the Curtis firm. Mr. De Lisi Martínez did the translations. If the Court so requires, we will undertake to have the documents translated by Mr. DeLisi Martínez retranslated by a certified translator. Likewise, if there is any dispute regarding any of the

translations, we will undertake to have the disputed document(s) re-translated by a certified translator.

Lizabeth Burrell

Sworn to before me this 2<sup>nd</sup> day of February, 2007

Notary Public

CHIARA TAYLOR
NOTARY PUBLIC
NOTARY PUBLIC
NO COMMISSION EXPIRES MARCH &, 2010
NO. 01TA5023192
QUALIFIED IN NEW YORK COUNTY
CERTIFIED IN WESTCHESTER COUNTY

Benard V. Preziosi, Jr. (BP-5715) Lizabeth Burrell (LB-7980)

CURTIS, MALLET-PRÉVOST, COLT & MOSLE LLP

101 Park Avenue

New York, New York 10178

Telephone:

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MUSKET CORPORATION,

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Defendants.

Civil Action No. 06 CV 15522 (VM)

AFFIRMATION IN OPPOSITION TO MOTION TO CONFIRM ATTACHMENT

GILMER G. GONZÁLEZ G. hereby affirms under penalty of perjury pursuant to 28 U.S.C. § 1746 that:

1. I am the International Commerce General Manager of the Commerce & Supply of PDVSA Petroleos, S.A. ("PDVSA"). In that capacity, I am in charge of PDVSA's

international sales. I make this affirmation to oppose the motion of plaintiff Musket Corporation ("Musket") to confirm its attachment of PDVSA's funds. The facts stated below are based on my personal knowledge and my review of documents attached to this affirmation.

- 2. I will explain below that:
- No entity or person (other than PDVSA employees) was at any time authorized to act as PDVSA's agent or to bind PDVSA to any agreement;
- At no time did PDVSA by word or conduct give Musket any reason to believe that Advanced Engineering or any other entity was authorized to act on behalf of or bind in any way PDVSA;
- To the extent that contractual relations were ever discussed with Musket,

  PDVSA repeatedly and forcefully told Musket that Intrakam SA de CV

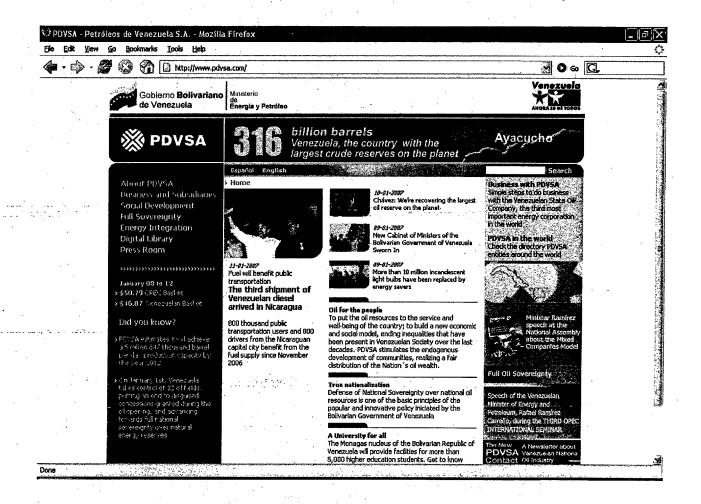
  ("Intrakam") alone was PDVSA's only contract partner;
- To the best of my knowledge, no one at PDVSA was aware of the existence of any contract between Musket and Advanced Engineering, and accordingly no one had any knowledge of any original or amended terms;
- PDVSA was entitled to draw on the letter of credit in the amount attached in this action because the letter of credit had been specifically negotiated to cover Intrakam's obligations under the contract between PDVSA and Intrakam in the event that PDVSA was not paid in full; and

The attachment should be vacated because PDVSA contracted with Intrakam alone, and any arrangements or contracts between or among Intrakam,

Advanced Engineering and Musket were both unknown to PDVSA and unimportant in any event.

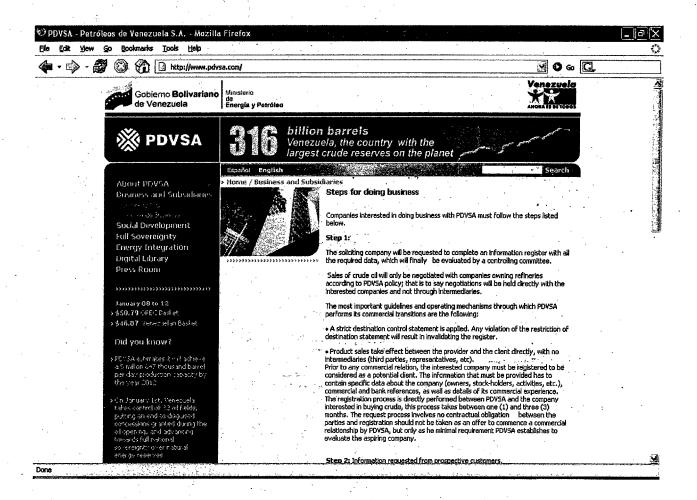
## PDVSA Publicizes the Fact that It Does Not Do Business through Intermediaries

- 3. PDVSA is 100% owned by the government of the Bolivarian Republic of Venezuela. PDVSA's operations include the exploration, production, refining, transport and marketing of hydrocarbons.
- 4. PDVSA's six refinery complexes in Venezuela produce a variety of petroleum products, including gasoil. Venezuela generally exports over 90% of its total hydrocarbon production to buyers outside Venezuela.
- 5. In order to be sure of the *bona fides* of its trading partners and thus to minimize the risk of nonpayment or other problems, PDVSA sells its products only to its registered clients. As shown below, instructions for becoming a registered client of PDVSA are available through a hyperlink on the home page of PDVSA's website, <a href="http://www.pdvsa.com/">http://www.pdvsa.com/</a> (copied below), which states: "Business with PDVSA Simple steps to do business with the Venezuelan State Oil Company...." (See upper right hand corner of screen shot.)



6. Clicking on the "Business with PDVSA" hyperlink takes the viewer to a page enumerating "Steps for Doing Business." Step 1 states "Sales of crude oil will only be negotiated with companies owning refineries according to PDVSA policy; that is to say negotiations will be held directly with the interested companies and not through intermediaries. . . . Product¹ sales take effect between the provider and the client directly, with no intermediaries (third parties, representatives, etc). Prior to any commercial relation, the interested company must be registered to be considered as a potential client."

<sup>1. &</sup>quot;Product" means every kind of refined petroleum product, i.e., everything other than crude oil, and includes gasoil, the product at issue here.



- 7. PDVSA consistently enforces its policy of doing business exclusively and directly with its registered clients.
  - 8. PDVSA's entire website is available in English as well as Spanish.

## The Same Cargo of Oil Is Usually Subject to Several Distinct Contracts

- 9. I have been involved in oil trading for about seventeen years.
- 10. Oil trading is a sophisticated industry which customarily involves chains of separate and distinct contracts for a single cargo. Each contract in the chain confers rights and obligations only on that contract's buyer and seller. Each contract in the chain can and

typically will be significantly different from others in its in pricing and delivery provisions, as well as other important terms.

- 11. Oil pricing mechanisms are usually pegged to one of the industry indices (e.g., Platt's). Because the value of petroleum products varies from place to place, industry price indices are location specific.
- 12. Because the value of petroleum products also varies from day to day, oil trading contracts further specify the index dates to be used. Most commonly, the contract will specify that pricing calculation be made using the average of the index prices for a certain number of days immediately following the bill of lading date.
- 13. Because the final price to be paid by the buyer usually can be determined only after the parties have committed to the contract, nearly all trades are speculative. Transactions are often hedged. Because of the huge sums involved, only sophisticated entities usually engage in oil trading.

## The PDVSA-Intrakam Contract

- 14. Intrakam became a registered client of PDVSA in 2004.
- 15. On October 19, 2006, Intrakam purchased from PDVSA 240,000 barrels of Gasoil 0.2% sulphur, plus or minus 10% at seller's option ("PDVSA-Intrakam contract"). A true and correct copy of this contract is attached as Exhibit 1. A true and correct copy of the PDVSA General Terms and Conditions incorporated into that contract is attached as Exhibit

2.

- 16. Under the PDVSA-Intrakam contract, the sale was on F.O.B. terms, meaning that PDVSA's delivery obligation would be satisfied as the oil was pumped over the rail of a vessel chartered by Intrakam. The "delivery window" under the PDVSA-Intrakam contract was October 20 to 22, 2006. This means that the seller, PDVSA, had to have conforming product available at the loadport and the buyer, Intrakam, had to present a vessel at the loadport to carry it during the stated period.
- 17. Although the delivery would take place in Venezuela, the destination of the cargo was also very important because, as noted above, the value of petroleum products varies by location. Accordingly, the PDVSA-Intrakam contract expressly limited the destination of the cargo to a specific location, Singapore, and matched the pricing to that location. The PDVSA-Intrakam contract provided that any change in the cargo's destination would require written approval from PDVSA, and even then, a penalty applied. See Exhibit 1 clauses 4, 5.
- 18. The final cargo price was to be calculated by using the "average of the mean of Platt's Singapore gasoil 0.2% minus \$37.00 US\$/MT" for "the three consecutive quotations published after the bill of lading date." Exhibit 1 clause 5.
- 19. The PDVSA-Intrakam contract also required Intrakam to make a prepayment based on a provisional invoice before PDVSA was obligated to deliver the cargo. The

<sup>2. &</sup>quot;MT" means metric tons. The subtraction of \$37/MT from the Singapore price was to account for the fact that the Platt's quote assumes the cargo is already at that destination but, because this was an F.O.B. contract, the buyer, not PDVSA, would be required to bear the cost and risk of getting the cargo to destination.

amount of the prepayment was based on a calculation set forth in the contract which was designed to provide an estimate of the cargo's final price, which could not be precisely calculated before delivery because the final price depended on Platt's quotes on dates after the bill of lading was issued, which could occur only after the cargo was loaded aboard Intrakam's chartered vessel.

- 20. On October 19, 2006, the same day that PDVSA and Intrakam entered into their contract, Intrakam nominated the vessel TEAM ANIARA to carry the cargo, and the nomination was reviewed and accepted by relevant PDVSA personnel. A true and correct copy of a message dated October 19, 2006 11:45 a.m. from José Seba, a trader in PDVSA's Commerce and Supply Department, to PDVSA personnel responsible for programming terminal and vessel operations, is attached as Exhibit 3.3 A true and correct copy of a message dated October 19, 2006 5:57 p.m. from PDVSA to Intrakam conveying PDVSA's acceptance of the vessel is attached as Exhibit 4.
- 21. Also on October 19, 2006, PDVSA issued a provisional or pro forma invoice using the PDVSA-Intrakam contract's formula for the required prepayment. The invoice was based on the contract quantity of 240,000 barrels, i.e., without taking account of the seller's option for 10% more or less, and was payable on October 20. A true and correct copy of

<sup>3.</sup> English translations accompany documents written in Spanish. A certificate of accuracy follows the last exhibit to this affirmation. Mr. Seba's message forwarded a message dated October 19, 2006 10:15 a.m. from Intrakam's César Chávez.

PDVSA's first provisional invoice to Intrakam dated October 19, 2006 is attached as Exhibit 5.

# Intrakam Failed to Make the Prepayment Due under the PDVSA-Intrakam Contract, but the Vessel Was Loaded to Avoid a Refinery Shut-Down

- 22. A problem arose almost immediately. The vessel tendered her "Notice of Readiness" at the loadport on October 23, 2006, but Intrakam had not made the prepayment required by the PDVSA-Intrakam contract in order to commence loading. A true and correct copy of the Statement of Facts chronicling the vessel's stay at the loadport, which reflects the tender of the Notice of Readiness (NOR), is attached as Exhibit 6.
- 23. Under ordinary circumstances, Intrakam's failure to make the prepayment would have resulted in PDVSA refusing to load the vessel, as PDVSA was entitled to do under the PDVSA-Intrakam contract. At the time, however, PDVSA's shore tanks (i.e., the tanks from which the product would be pumped onto the vessel) were holding the maximum amount of gasoil they could store, and PDVSA did not have any other vessels on line to load that product to make room in the shore tanks for the gasoil that was constantly being produced at the refineries.
- 24. Refineries must be shut down if there is no place to store their products, resulting in both a costly loss of production and very high restarting expenses. Accordingly, when Intrakam assured PDVSA on October 24, 2006 that international time differences had prevented timely payment of the October 19, 2006 provisional invoice, PDVSA decided to load the cargo to make room for more product in the shore tanks. PDVSA also determined,

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however, that it would keep the vessel in port until the prepayment was made. A true and correct copy of a message dated October 24, 2006 12:11 p.m. from Intrakam to Maria Gabriella Silva, an Analyst in PDVSA's Letter of Credit Department, assuring PDVSA that time differences had simply delayed the prepayment is attached as Exhibit 7. A true and correct copy of a message dated October 25, 2006 11:26 a.m. from PDVSA to Intrakam advising of PDVSA's decision to load the vessel but to keep her from sailing until payment was received is attached as Exhibit 8.

25. In the meantime, in preparation for the anticipated loading, Erwin Burger, who works in PDVSA's Clean Products Operations,<sup>4</sup> sought and received from Intrakam information necessary for completing the required cargo documentation, including the cargo's destination and consignee for the issuance of a bill of lading. Intrakam advised that the consignee was a company in Singapore called Wintek International Pte Ltd. A true and correct copy of a message dated October 24, 2006 6:55 p.m. from Intrakam's César Chávez to Erwin Burger is attached as Exhibit 9.5

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26. In order to get as much out of our shore tanks as possible, PDVSA exercised its option under the PDVSA-Intrakam contract to load the maximum quantity, 240,000 barrels

<sup>4.</sup> PDVSA's Clean Products Operations are within the Department of Commerce and Supply.

<sup>5.</sup> This Exhibit forwards a message sent by César Chávez of Intrakam. In reading messages generated by Mr. Chávez, it is helpful to note that he often first quotes text received from another party to which he is replying, preceded by "on [DATE], [NAME] and [ADDRESS] wrote:" He then places his own response to that message only at the very end of the entire message.

plus 10%. I transmitted this decision to the necessary departments. A true and correct copy of a message dated October 25, 2006 10:37 a.m. reflecting the internal confirmation of my October 25, 2006 verbal instruction is attached as Exhibit 10. Intrakam eventually confirmed the increased amount, as was established in the PDVSA-Intrakam contract. A true and correct copy of a confirming message dated October 27, 2006 10:56 a.m. from Victor Delascio, a contract administrator in PDVSA's Commerce and Supply Department to Intrakam is attached as Exhibit 11.

27.— The vessel was given instructions to berth later on October 25, 2006 for loading. See Exhibit 6 (Statement of Facts).

## Intrakam Kept Stalling on its Payment, Resulting in Mounting Costs

- 28. Despite Intrakam's October 24, 2006 assurance that the delay in payment arose from international time differences and would be remedied the next day, by the morning of October 25, Intrakam still had not paid the October 19, 2006 provisional invoice. A true and correct copy of a message dated October 25, 2006 9:25 a.m. from PDVSA to Intrakam is attached as Exhibit 12. Nevertheless, given the continuing lack of other means for relieving the shore tanks of inventory, loading went forward on October 26, see Exhibit 6 (Statement of Facts), after instructions were given that cargo documents necessary for the vessel to leave port were not to be given to the vessel.
- 29. Intrakam had been informed that because the situation had been caused by Intrakam's failure to pay, all costs resulting from this course of action would be for

Intrakam's account: A true and correct copy of a message dated October 25, 2006 11:33 a.m. from PDVSA to Intrakam is attached as Exhibit 13. Intrakam immediately confirmed by return e-mail that it completely understood PDVSA's remarks. A true and correct copy of a message dated October 25, 2006 11:34 a.m. from Intrakam to PDVSA is attached as Exhibit 14.

- 30. PDVSA continued to press Intrakam for payment. On October 26, 2006, Intrakam again claimed that the delay was related to time differences and that PDVSA would have its money the next day without fail. A true and correct copy of a message dated October 26, 2006 11:47 a.m. from Intrakam to PDVSA is attached as Exhibit 15.
- 31. Loading was completed in the early hours of October 27. See Exhibit 6 (Statement of Facts).
- 32. By the morning of Friday, October 27, 2006, PDVSA still had not received the required prepayment. Accordingly, PDVSA issued instructions to the terminal prohibiting the issuance of documents necessary to allow the vessel to sail. PDVSA also urged Intrakam to expedite payment in view of the accumulating costs resulting from the vessel having to wait in port, all of which fell to Intrakam under the PDVSA-Intrakam contract. See Exhibit 1 clause 6, last paragraph. A true and correct copy of a message dated October 27, 2006 11:10 a.m. from PDVSA's Clean Product Operations to the terminal and others involved in issuing documentation is attached as Exhibit 16. A true and correct copy of a message dated October 27, 2006 9:20 a.m. from PDVSA to Intrakam is attached as Exhibit 17.

- 33. Because the maximum cargo quantity had been loaded, PDVSA advised Intrakam that a second provisional invoice based on the approximately 264,000 barrels PDVSA actually delivered was to be issued. A true and correct copy of a message dated October 27, 2006 11:08 a.m. is attached as Exhibit 18.
- 34. Intrakam thanked PDVSA for the notice that a new invoice was coming and advised that payment of the amount in the first provisional was in progress. A true and correct copy of a message dated October 27, 2006 11:36 a.m. is attached as Exhibit 19.
- 35. Later on Friday, October 27, 2006, when PDVSA had still not received payment, Intrakam advised that bureaucratic delays caused by the unexpectedly large accumulation of demurrage<sup>6</sup> were now delaying the payment and that nothing could be done over the upcoming weekend. A true and correct copy of a message dated October 27, 2006 1:24 p.m. is attached as Exhibit 21.
- 36. On the morning of Monday, October 30, Intrakam claimed that supposed discrepancies in quantity measurements were delaying payment. A true and correct copy of a message dated October 30, 2006 7:28 a.m. from Intrakam to PDVSA is attached as Exhibit 22. PDVSA immediately investigated and then explained to Intrakam that there was no discrepancy. A true and correct copy of a message dated October 30, 2006 9:41 a.m. is attached as Exhibit 23. PDVSA also noted in that message to Intrakam that the time

<sup>6.</sup> Demurrage is the compensation paid to the entity named as the vessel's "owner" under a transportation contract known as a voyage charter for excess time during which the vessel must remain in port for the charterer's purposes.

difference now meant that European banks had already been open for six hours, but that we still had not received payment.

- On October 30, 2006, PDVSA issued a second provisional invoice to Intrakam. This invoice was calculated according to the prepayment pricing formula in the PDVSA-Intrakam contract but, because the cargo that had been loaded was approximately 264,000 barrels, or 10% more than the 240,000 barrels upon which the earlier invoice had been based, the total price was higher. The second provisional invoice was faxed to Intrakam. A true and correct copy of PDVSA's October 30, 2006 fax confirmation of its transmission of the second provisional invoice is attached as Exhibit 20.
- 38. Later that afternoon, Intrakam advised that it had sent payment in the amount of the first provisional invoice rather than the larger amount stated in the second provisional invoice. A true and correct copy of a message dated October 30, 2006 3:00 p.m. from Intrakam to PDVSA is attached as Exhibit 24.
- 39. PDVSA explained to Intrakam how the amount stated in the second provisional invoice was calculated and stressed the necessity of its payment. A true and correct copy of a message dated October 31, 2006 11:39 from Humber Ferrin, Products Contract Administration Manager in PDVSA's Commerce and Supply Department, to Maria Gabriella Silva, the analyst in PDVSA's Letter of Credit Department following this matter, is attached as Exhibit 25.
  - No payment in any amount was received.

- 41. By the evening of October 31, both the practical problems and costs attending this transaction were mounting alarmingly. A message dated October 31, 2006 6:21 p.m. from PDVSA's Documentation Department to other PDVSA personnel is attached as Exhibit 26.
- 42. On this same evening, Intrakam advised that its buyer had put all arrangements necessary for payment in place and that the vessel could sail the next day. A true and correct copy of a message dated October 31, 2006 6:19 p.m. from Intrakam to PDVSA is attached as Exhibit 27.
- 43. The following day, Intrakam stalled still further, now saying that it needed information, like PDVSA's bank account, even though that information had already been transmitted directly on the invoices. PDVSA confirmed that the vessel would not be allowed to sail without payment. A true and correct copy of a message dated November 2, 2006 8:43 a.m. from PDVSA to Intrakam is attached as Exhibit 28.
- 44. At the end of that day (November 2), Intrakam advised that its buyer had backed out and that it had contacted another potential customer. A true and correct copy of a message dated November 2, 2006 5:35 p.m. from Intrakam to PDVSA is attached as Exhibit 29.

## Intrakam Tried to Find Another Customer to which Intrakam Could Sell the Cargo

- 45. Two hours before midnight on Friday, November 3, 2006, Intrakam advised that it had a new buyer, Dynoil. A true and correct copy of a message dated November 3, 2006 10:00 p.m. from Intrakam to PDVSA is attached as Exhibit 30.
- 46. Late on the following Monday, November 6, Intrakam advised that Dynoil would open a letter of credit the following day and had agreed to cover the cost of accrued demurrage. A true and correct copy of a message dated November 6, 2006 5:20 p.m. from Intrakam to PDVSA is attached as Exhibit 31.
- 47. This onward sale failed as well. A true and correct copy of a message dated November 8, 2006 6:47 p.m. from Intrakam to PDVSA is attached as Exhibit 32.
- 48. By November 10, 2006, then, PDVSA had a contract with Intrakam, the vessel had been loaded based on Intrakam's repeated promises about imminent payment and the need to relieve the shore tanks of product, Intrakam had not paid either the first or second provisional invoice, and a fully loaded vessel was sitting in the anchorage accumulating demurrage.
- 49. In the meantime, of course, PDVSA had been looking into alternative dispositions of this cargo. PDVSA was stymied, however, by the lack of tank space to discharge the vessel, practical complications in logistics and documentation, and the enormous delay and its consequent accumulated expense. In addition, it appeared that

Intrakam was always on the verge of a solution despite the increasingly doubtful nature of its assurances.

When Intrakam Offered a Letter of Credit as Security for Payment, PDVSA Insisted that the Letter of Credit Specifically Secure Intrakam's Obligation to Pay PDVSA under the PDVSA-Intrakam Contract and Also Insisted on Dealing with Intrakam Alone on All Matters Relating to the Oil Transaction

- 50. On the evening of Friday, November 10, Intrakam sent a message to Ms. Silva, PDVSA's letter of credit analyst, advising that PDVSA would be receiving a letter of credit for this cargo and that Intrakam was guaranteeing the demurrage. A true and correct copy of a message dated November 10, 2006 5:40 p.m. from Intrakam to PDVSA's Ms. Silva is attached as Exhibit 33.
- 51. When she saw this message on Saturday, November 11, 2006, Ms. Silva telephoned Intrakam's Mr. Chávez and asked him what his message meant and where the proposed letter of credit was. Mr. Chávez told Ms. Silva that he would resend the proposed letter of credit. Intrakam sent a wholly unacceptable document. A true and correct copy of a message dated November 11, 2006 10:52 a.m. from Intrakam to Ms. Silva is attached as Exhibit 34.
- 52. After contacting her manager, Mr. Ferrin, Ms. Silva sent a message to Intrakam describing PDVSA's requirements for a letter of credit and attaching a list of approved banks and a model form. A true and correct copy of a message dated November 11, 2006 1:17 p.m. from PDVSA to Intrakam is attached as Exhibit 35.

53. The text of PDVSA's preferred letter of credit form is significant, because it requires a "stand-by" letter of credit. PDVSA's standard sales terms require payment directly from PDVSA's buyer; the letter of credit is there only as security in case the customer does not pay or does not pay the full amount. The letter of credit is not meant to be drawn upon as a first resort.

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- 54. In response to Intrakam's indications that it had a new customer, on November 13, PDVSA's Products Contract Administration Manager, Mr. Ferrin, asked for a full set of proposed new instructions for cargo documentation for Intrakam's new onward sale. A true and correct copy of a message dated November 13, 2006 10:02 a.m. from PDVSA to Intrakam is attached as Exhibit 36. Intrakam replied by providing the name of the consignee as Musket Corp. and proposing Houston (as opposed to Singapore) as the destination. A true and correct copy of a message dated November 13, 2006 10:39 a.m. from Intrakam to PDVSA is attached as Exhibit 37. A true and correct copy of a message dated November 13, 2006 11:04 a.m. from Intrakam to PDVSA is attached as Exhibit 38.
- 55. After PDVSA accepted Intrakam's proposed change of destination from Singapore to Houston, Ms. Silva sent Intrakam information necessary to calculate the new price of the cargo based on the new destination so that the total value of the proposed letter of credit could be determined. A true and correct copy of a message dated November 13, 2006 2:11 p.m. from PDVSA to Intrakam is attached as Exhibit 39.

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- 56. Intrakam's Mr. Chávez also contacted PDVSA's Mr. Burger in Operations, asking whom "MUSKAT" should contact at PDVSA to obtain a composite sample and organize logistics to get the vessel to sail as soon as possible. Intrakam also requested Mr. Burger to make direct contact with two named individuals in Musket's operations department (one of whom was "Ravi Randis"). A true and correct copy of a message dated November 13, 2006 3:12 p.m. from Intrakam to PDVSA is attached as Exhibit 40.
- 57. Musket also sent a message to PDVSA's Mr. Burger giving instructions about the bill of lading. A true and correct copy of a message dated November 13, 2006 4:03 p.m. is attached as Exhibit 41.
- 58. Mr. Burger's reply to all of this was to send a message to Intrakam (not Musket) stating that as far as PDVSA was concerned, Intrakam and Intrakam alone was the entity with which PDVSA would be coordinating and that PDVSA would not deal with any other company. A true and correct copy of a message dated November 13, 2006 4:05 p.m. from PDVSA to Intrakam is attached as Exhibit 42.
- 59. The next morning, PDVSA requested an update from Intrakam regarding the status of the letter of credit. A true and correct copy of a message dated November 14, 2006 8:38 a.m. from PDVSA to Intrakam is attached as Exhibit 43.
- 60. During the afternoon of November 14, 2006, PDVSA's Ms. Silva received a fax from JP Morgan Chase Bank in Chicago. The attachment to the November 14, 2006 fax from the bank was a letter of credit naming PDVSA as the beneficiary and Musket

Corporation as applicant. As Ms. Silva advised me, because she had never heard of Musket and was confused about why she was being sent this fax, she tried to phone bank personnel, but without success. A true and correct copy of a fax received on November 14, 2006 is attached as Exhibit 44.

- 61. After receiving another copy of the letter of credit from Intrakam, Ms. Silva replied by noting that the letter of credit was unacceptable because PDVSA had no commercial relationship with Musket and that Intrakam was PDVSA's only client in this transaction. Accordingly, Ms. Silva asked Intrakam to have the bank substitute Intrakam for Musket as the applicant, to correct PDVSA's name, and to issue the letter of credit in PDVSA's standard form. A true and correct copy of a message dated November 14, 2006 6:08 p.m. from PDVSA to Intrakam is attached as Exhibit 45.
- 62. Intrakam replied on November 15, 2006, assuring PDVSA that the name changes would be made and assuring PDVSA that the letter of credit's other terms provided adequate assurance that PDVSA would be paid in full, merely by presenting documents asserting that it had not been paid. A true and correct copy of a message dated November 15, 2006 9:18 a.m. is attached as Exhibit 46.
- 63. Later that day, Intrakam advised that the letter of credit had been changed to provide that the applicant was "Musket Corp. in accordance with instructions received from PDVSA Petroleo S.A. registered operator Intrakam SA de CV." A true and correct copy of a

message dated November 15, 2006 2:03 p.m. from Intrakam to PDVSA is attached as Exhibit 47.

- 64. This proposed amendment did not address PDVSA's concerns, and because of the delays that had already been experienced, a conference call was held among PDVSA, Intrakam, Musket, and Advanced Engineering, of whose role PDVSA was and remains ignorant. During this call I explained, as I did in my follow-up e-mail, that PDVSA required a letter of credit that would provide for payment under its contract with Intrakam, because "Intrakam is the registered client of PDVSA, the actual direct buyer and responsible for paying before PDVSA." I stressed that our only customer was Intrakam, the one party with which we had a contract, to explain why, from our point of view, the applicant on the letter of credit could not be Musket. A true and correct copy of a message dated November 15, 2006 3:57 p.m. from PDVSA to the representatives of the participants in that conversation is attached as Exhibit 48.
- 65. During this conversation, nobody said or suggested that Intrakam was anything other than the direct purchaser of the cargo from PDVSA and PDVSA's registered client. Nobody said or suggested that Intrakam, Advanced Engineering, or any other company or person was an agent of PDVSA. Neither I nor any other PDVDSA participant was asked about Advanced Engineering or its role in the transaction which, as stated previously, was something about which we were unaware.

- 66. During this November 15, 2006 conversation, Betty Proudfoot, representing Musket, never mentioned any of Musket's contractual relationships with Intrakam, Advanced Engineering, or anyone else.
- The bank's representative was not able to participate in this conversation. 67. Later, however, PDVSA received from Intrakam an email chain reflecting communications between Musket and the bank, including Musket's instructions to the bank that were consistent with our earlier conference call. The bank's reaction was to ask Musket "what and to whom is your recourse in the event of non-delivery or wrongful drawing?" The bank's representative went on to note that "fortunately," he did not have to deal with such questions because "a letter of credit is an independent undertaking" separate and distinct from any of the cargo sales. Because of the bank's need to clarify its own obligations, its representative explained that to include Intrakam as the applicant, there would have to be a reference to the "underlying contract in the text of the demand statement" in the letter of credit and that the reference would have to be to the contract "covering the purchase of MT35,708 of D2 Diesel Oil between PDVSA Petroleo [y Gas] S.A. and Intrakam" or similar language. A true and correct copy of a message dated November 16, 2006 10:20 a.m. from Intrakam to me forwarding correspondence between Musket and the bank is attached as Exhibit 49.
- 68. On November 17, 2006, the bank confirmed that the letter of credit had been amended and Intrakam sent a copy of the amended letter of credit to PDVSA. The amended letter of credit stated that the applicant was "Musket Corporation on behalf of the Company

Intrakam SA de CV" and that "this letter of credit is issued relative to contract reference 015INTRAK covering the purchase of MT35,708 of D2 diesel oil between PDVSA Petroleo S.A. and the company Intrakam SA de CV." A true and correct copy of a message dated November 17, 2006 6:10 p.m. from JPMorgan Bank to PDVSA is attached as Exhibit 50. A true and correct copy of a message dated November 17, 2006 6:28 p.m. is attached as Exhibit 51.

- 69. With this amended letter of credit, which was acceptable to PDVSA because it clearly covered Intrakam's obligations to PDVSA under the PDVSA-Intrakam contract, PDVSA issued revised cargo documents naming Musket as the consignee and the destination as Houston. The vessel sailed on November 19. See Exhibit 6 (Statement of Facts). True and correct copies of some of the cargo documents are attached as Exhibit 52.
- 70. Although Intrakam requested that PDVSA send the cargo documents to Musket, PDVSA would not do so. Instead, the documents were sent to Intrakam, PDVSA's client. A true and correct copy of a message dated November 27, 2006 1:46 p.m. from PSVSA to Intrakam is attached as Exhibit 53. A true and correct copy of a message dated November 28, 2006 2:51 p.m. from PSVSA to Intrakam is attached as Exhibit 54.
- 71. As far as PDVSA was concerned, there was nothing more to do in this transaction than wait the 30 days from the bill of lading date (November 13, 2006) and then issue an invoice and collect its payment from Intrakam.

राज्ये रोजनोर्द्धेन पर्योद्धार्योत भुजेलार् एक साहित्ये कहा है। यह अनुसादकार कर्योत्र राज्य, एक अन्य सुद्धार

PDVSA Issued the Final Invoice under the PDVSA-Intrakam Contract and Properly Drew on the Letter of Credit when PDVSA Received Payment in an Amount that Was Less than the Amount Invoiced and Due under the PDVSA-Intrakam Contract

- PDVSA's contract was with Intrakam, which purchased the cargo from PDVSA pursuant to the October 19, 2006 contract. The only changes made to that contract were to defer the loading window, to change the destination from Singapore to Houston, and to make attendant adjustments in the price computation.
- 73. PDVSA was not privy to the original contract between Musket and Advanced Engineering, which we first saw when this action was filed. Nor were we aware of the amendment to that contract, which we again saw for the first time when this action was filed.
- 74. Not knowing of any of these matters, on December 12, 2006, PDVSA invoiced Intrakam for this cargo in the amount of \$15,992,694.88, using the formula specified in the PDVSA-Intrakam contract, modified only by change in destination from Singapore to Houston. The total amount was payable the next day, December 13, which was 30 days after the bill of lading date. A true and correct copy of PDVSA's December 12, 2006 invoice to Intrakam is attached as Exhibit 55.
- 75. The amount of PDVSA's December 12 invoice was calculated by (a) taking the average of the prices in cents per gallon published in Platt's for No.2 gasoil waterborne for U.S. gulf ports for the three days following the bill of lading date (i.e., November 14 through 16), which worked out to 160.4250 cents per gallon, and (b) subtracting the discount of \$37 per metric ton specified in clause 5 of the PDVSA-Intrakam contract, which works out to

15.7100 cents a gallon. See also Exhibit 39 (message dated November 13, 2006 2:11 p.m.). A constant of .42 was then applied to convert cents per gallon to dollars per barrel. A true and correct copy of the calculation used to formulate PDVSA's December 12, 2006 invoice issued for payment under the PDVSA-Intrakam contract is attached as Exhibit 56.

76. No payments were made on the due date of December 13, 2006 or in the following days.

## Conclusion

PDVSA was never a party to a contract with Musket, either directly or indirectly. Throughout, no one other than PDVSA personnel was authorized to represent PDVSA in any fashion and PDVSA never gave anyone any reason to believe otherwise. In fact, at every turn, we stressed that PDVSA's sole contractual partner was Intrakam, our registered client, and that it was Intrakam's obligation to PDVSA under the PDVSA-Intrakam contract that was the only obligation that was relevant to PDVSA and the obligation that was being secured by the letter of credit. The initial letter of credit was modified specifically to address the question of the contract under which payments were being secured. PDVSA had no knowledge of the contractual relations of the other parties and had no reason to inquire because oil trading parties generally keep their contractual relations confidential and those relations were irrelevant to PDVSA in any event. As it turned out, PDVSA did not even know where the cargo was ultimately discharged, although that is information we strongly wish to track. In this case, it appears as if the cargo's destination was deliberately concealed from us.

- The letter of credit was designed specifically to provide a means for PDVSA to obtain the amount it was owed under the PDVSA-Intrakam contract in case Intrakam failed to pay the full amount due under that contract. Whatever may be the relations among Musker, Intrakam, and Advanced Engineering, PDVSA is entitled to every penny it drew under the letter of credit to make up for the shortfall in the payment under the PDVSA-Intrakam contract, and the use of those funds should be restored to PDVSA. The attachment should be vacated.
- I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 1, 2007.

EXHIBIT 1



# PARTICULAR CONDITIONS OF SALE

CONTRACT N°SA-130239 AND INTERNAL APPROVAL DOCUMENT N° VOP-2006-DOC-190 

PDVSA PETROLEO S.A. IS PLEASED TO CONFIRM THIS SALE AGREEMENT, IN ACCORDANCE WITH THE FOLLOWING PARTICULAR TERMS AND CONDITIONS:

1. BUYER:

INTRAKAM S.A. de C.V.

CALLE VALLE DE SALTILLO Nº 486, FRACC. INDUSTRIAL VALLE DE SALTILLO. SALTILLO, COAH. MEXICO C.P. 25240

2. SELLER:

PDVSA PETROLEO S.A.

URB. LA CAMPIÑA, AVDA. LIBERTADOR, CALLE EL EMPALME EDIF. PETROLEOS DE VENEZUELA, TORRE OESTE, CARACAS 1060A, VENEZUELA

3. TERMS:

SPOT CONTRACT

3.1 TYPE OF SALE: FREE ON BOARD (FOB)

3.2 PRODUCT TYPE: GASOIL 0.2%S

3.3 DELIVERY PERIOD: OCTOBER 20TH TO OCTOBER 22TH, 2006

3.4 QUANTITY:

240,000 BBLS

3.5 TOLERANCE:

PLUS/MINUS 10% SELLER'S OPTION

HOWEVER FOR OPERATIONAL REASONS SELLER MAY REDUCE THE AGREED NOMINATION VOLUME BY UP TO 10 PCT. NO DEATH FREIGHT CLAIM CAN BE MADE AGAINST SELLER IF SELLER PROVIDES AT LEAST THE BASIC NOMINATION LESS 10 PCT. ADDITIONALLITY, BOTH BUYER AND SELLER AGREE THAT NO CLAIM WILL BE SUBMITTED FOR PAYMENT IF THE INITIAL VALUE IS LESS THAN 1,500.00 US.DOLLARS.

3.6 ORIGIN LOCATION: PTA CARDON OR ANY OTHER PORT DESIGNATED BY SELLER AND ACCEPTED BY BUYER.

## 3.7 QUALITIES:

SPEC	T		Т	
	MIN	MAX	SPEC UOM	TEST METHOD
ACID NUMBER		0.5	MG KOH/GR	
APIGRAVITY@60F		31.5	Markondan	D974
APPEARANCE	CLEAR			D287/1298
ASH CONTENT	OLLAIT		N/A	VISUAL
CARBON		0.01	WT PCT	D482
RAMSBOTTOM		0.05	WTPCT	D524
CETANE INDEX	45		N/A	
CETANE NUMBER		41		D976
CLOUD POINT		1	N/A	D613
		6	CELSIUS	D2500
COLOR, ASTM		2	N/A	D1500
CORCU3@122		_ 1	N/A	D130
DIST10C86	REPO	RT	CELSIUS	
DIST50C86				D86
DIST90C86		270	CELSIUS	D86
51073008		355	CELSIUS	D86

INTRAKAM S.A. DE C.V. CONTRACT SA-130239 Page 1 of 6

	•			
DISTFBPC86			CELSIUS	D86
FLASH POINT	140	150	F	D93
OXIDATION STAB		1.6	GR/M3	D2274
POUR POINT		0	CELSIUS	D97
SEDEXTRACT		0.01	WTPCT	D473
SULPHUR		0.20	WT PCT	D2622
VIKIN40445	3	4.5	CST	D445
WATER AND SED		0.05	VOL PCT	D2709

#### 4. DESTINATION: SINGAPORE (AS THE ONLY DESTINATION)

SELLER AGREES TO ENTER INTO THIS CONTRACT BASED ON BUYER'S EXPRESSLY UNDERTAKING TO DESTINE THE PRODUCT TO THE FINAL DESTINATION AS SHOWN ABOVE.

BUYER MAY MODIFY FINAL DESTINATION ONLY WITH SELLER'S WRITTEN APPROVAL GIVEN PRIOR TO THE LOADING DATE AND SELLER SHALL APPLY A PENALTY TO BUYER DUE TO THAT MODIFICATION OF FINAL DESTINATION.

BUYER SHALL PROVIDE SELLER, WITHIN THIRTY (30) CALENDAR DAYS FROM THE B/L DATE, WITH A DISCHARGE PORT CERTIFICATE WHICH MAY CONSIST OF:

- (1) AN INDEPENDENT INSPECTOR'S CERTIFICATE OF DISCHARGE OR
- (2) THE CORRESPONDING CUSTOMS FEES RECEIPT OR OTHER GOVERNMENT DOCUMENTS EVIDENCING THE PORT OF DISCHARGE AND THE QUANTITY OF PRODUCT DISCHARGED. BUYER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS CLAUSE SHALL ENTITLE SELLER TO APPLY ANY OF REMEDIES DEFINED IN CLAUSE 15 OF THE PDVSA FOB GENERAL CONDITIONS OF SALE OR ANY OTHER FURTHER ADMINISTRATIVE SANCTIONS.

THE DISCHARGE PORT CERTIFICATE SHALL BE SENT TO:

PDVSA PETROLEO S.A.

Contract Administration of Products

La Campiña, Torre Oeste - Piso 7

Av. Libertador, Edif. Petróleos de Venezuela

Caracas, Venezuela 1060

Attn. Mayela Lozada

Fax: 58-212-708-3570

#### 5. FOB PRICE:

PRICE TO BE COMPUTED ACCORDING TO THE FOLLOWING FORMULA:

AVERAGE OF THE MEAN OF PLATT'S SINGAPORE GASOIL 0.2%S MINUS 37.00 US\$/MT

NOTE: FINAL PRICE TO BE ROUNDED TO FOUR DECIMAL PLACES AND SHALL BE EXPRESSED IN US DOLLARS PER BARREL.

#### PRICING PERIOD:

THE PRICING PERIOD WILL BE THE THREE CONSECUTIVE EFFECTIVE QUOTATIONS PUBLISHED AFTER THE BILL OF LADING DATE(B/L=0) (I.E. B/L+1, B/L+2, B/L+3).

IF B/L+1 DATE FALLS ON SATURDAY, SUNDAY, HOLIDAY OR A DAY THAT PLATT'S DOES NOT QUOTE, THEN THE NEXT EFFECTIVE QUOTATION SHOULD BE CONSIDERED DEEMED B/L+1 DATE FOR PRICE CALCULATION PURPOSES. ALWAYS THREE SEPARATE QUOTATIONS TO BE USED FOR THE PRICING.

## 6. PROVISIONAL INVOICE:

PROVISIONAL INVOICE SHALL BE ISSUED BY PDVSA AT LEAST FIVE (5) WORKING DAYS BEFORE THE FIRST DAY OF THE LOADING WINDOW ACCORDING TO THE FOLLOWING:

VOLUME: 100% OF THE VOLUME NOMINATED

PRICE: THE PRICE FORMULA DESCRIBED ABOVE WILL BE USE FOR CALCULATION PURPOSES

PRICING PERIOD: THE DAY BEFORE THE INVOICE IS ISSUED. THE SIXTH (6) WORKING DAY BEFORE THE FIRST DAY OF THE LOADING WINDOW.

IF THE PRELIMINARY PAYMENT IS NOT RECEIVED AT LEAST THREE (3) WORKING DAYS BEFORE THE FIRST DAY OF THE LOADING WINDOW, ALL DEMURRAGE OR ADITTIONAL COST WILL BE AT BUYER'S ACCOUNT.

#### 7. PAYMENT

#### PREPAYMENT

THE PRODUCT DELIVERY HEREUNDER MUST BE PREPAID BY BUYER, BASED ON A PROVISIONAL INVOICE, NAMED ON CLAUSE NUMBER 6, ISSUED BY PDVSA, THREE (3) WORKING DAYS PRIOR TO THE FIRST DAY OF THE LOADING WINDOW, IN DOLLARS OF THE UNITED STATES OF AMERICA WITHOUT DISCOUNT, ALLOWANCE, RETENTION OR DEDUCTION, INCLUDING BANKING FEES OR WIRE TRANSFER FROM COMMERCIAL BANKS, IN INMEDIATELY AVAILABLE FUNDS OPENING BUSINESS INTO SELLERS ACCOUNT IN A BANK DESIGNATED BY SELLER. WHENEVER A DUE DATE FOR PAYMENT FALLS ON A SATURDAY, SUNDAY OR A BANK HOLIDAY IN THE CITY OF NEW YORK, U.S.A., OR IN THE CITY WHERE PAYMENT IS DUE TO BE MADE, PAYMENT SHALL BE MADE ON THE LAST PRECEDING WORKING DATE.

A FINAL INVOICE SHALL BE ISSUED ACCORDING TO CLAUSE 5 OF THIS CONTRACT, BASED ON BILL OF LADING FIGURES. IN THE CASE OF A DIFFERENCE BETWEEN THE PRELIMINARY PAYMENT AND THE FINAL INVOICE DUE TO BUYER OR SELLER, THE PAYMENT SHALL BE PAID WITHIN TEN (10) WORKING DAYS AFTER THE B/L DATE (B/L=0).

NOTE: OPENING BUSINESS MEANS BEFORE 10 AM ON THE DUE DATE.

(SEE CLAUSE 4 OF THE GENERAL CONDITIONS OF SALE)

#### 8. LAYTIME:

SELLER SHALL HAVE AN ALLOWED LAYTIME WITHIN OF THIRTY-SIX (36) HOURS TO COMPLETE THE LOADING OF THE QUANTITY OF PRODUCT NOMINATED AND ACCEPTED. ALLOWED LAYTIME SHALL COMMENCE WHEN THE VESSEL IS ALL FAST OR WHEN SIX (6) CONSECUTIVE HOURS HAVE EXPIRED SINCE THE TENDER OF NOTICE OF READINESS (NOR), WHICHEVER FIRST OCCURS, IF THE VESSEL ARRIVES DURING THE ACCEPTED THREE (3) DAYS LOADING RANGE. SELLER TO PROVIDE ONE SAFE BERTH/ONE SAFE PORT FOR LOADING.

(SEE CLAUSE 7 OF THE PDVSA FOB GENERAL CONDITIONS OF SALE)

#### 9. INSPECTION:

SELLER TO APPOINT MUTUALLY ACCEPTABLE INDEPENDENT INSPECTOR AT LOAD PORT TO ASCERTAIN QUANTITY AND QUALITY. INDEPENDENT INSPECTOR WILL USE THE LATEST PETROLEUM INDUSTRY'S ACCEPTABLE TEST METHODS AND THE RESULTS TO BE FINAL AND BINDING FOR BOTH PARTIES. TOTAL INSPECTION COST TO BE SHARED EQUALLY BETWEEN BUYER AND SELLER (50/50).

## 10. MARITIME SECURITY REGULATIONS:

- A) BUYER SHALL PROCURE THAT THE SHIP COMPLIES WITH THE REQUIREMENTS OF THE INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE, THE RELEVANT AMENDMENTS TO CHAPTER XI OF SOLAS (COLLECTIVELY REFERRED AS ISPS CODE) AND WITH OTHER LAWS AND REGULATIONS RELATING TO MARITIME SECURITY. ANY COSTS OR EXPENSES INCLUDING DEMURRAGE, RETENTION, DELAY OR ANY ADDITIONAL CHARGE, FEE OR DUTY LEVIED ON THE SHIP AT THE LOADING PORT AND ACTUALLY INCURRED BY SELLER RESULTING DIRECTLY FROM THE FAILURE OF THE SHIP TO COMPLY WITH THE ISPS CODE AND OTHER MARITIME SECURITY REGULATIONS, SHALL BE FOR THE ACCOUNT OF BUYER, INCLUDING ANY DEMURRAGE AT THE LOADING PORT RESULTING DIRECTLY FROM THE SHIP BEING REQUIRED BY THE PORT FACILITY AUTHORITIES TO TAKE ANY ACTION OR ANY SPECIAL OR ADDITIONAL SECURITY MEASURES OR UNDERGO ADDITIONAL INSPECTIONS BY VIRTUE OF THE 10 SHIP'S PREVIOUS PORTS OF CALL AS ESTABLISHED IN THE ISPS CODE.
- B) NOTWITHSTANDING ANY PRIOR ACCEPTANCE OF SHIP BY SELLER, IF AT ANY TIME PRIOR TO THE PASSING OF RISK AND THE TITTLE, THE SHIP CEASES TO COMPLY WITH THE REQUIREMENTS OF THE ISPS CODE:
  - B.A) SELLER SHALL HAVE THE RIGHT NOT TO BERTH SUCH NOMINATED SHIP AND ANY DEMURRAGE RESULTING SHALL NOT BE FOR THE ACCOUNT OF THE SELLER.
  - B.B) BUYER SHALL BE OBLIGED TO SUBSTITUTE SUCH NOMINATED SHIP COMPLYING WITH THE REQUIREMENTS OF THE ISPS CODE.
- C) SHIP AGENTS SHALL COMPLY WITH THE ISPS CODE AND OTHER MARITIME SECURITY REGULATIONS; IN CONSEQUENCE, ANY DELAY BY FAILURE OF COMPLIANCE WILL BE FOR THE ACCOUNT OF BUYER.
- D) PRIOR TO LOADING, BUYER SHALL PROVIDE SELLER WITH A COPY OF INTERNATIONAL SHIP SECURITY CERTIFICATE ACCORDING WITH THE ISPS CODE.
- E) SELLER SHALL PROCURE THAT THE LOADING PORT/TERMINAL/INSTALLATION COMPLIES WITH THE REQUIREMENTS OF THE ISPS CODE AND OTHER MARITIME SECURITY REGULATIONS. ANY COSTS OR EXPENSES IN RESPECT OF THE SHIP INCLUDING DEMURRAGE, RETENTION, DELAY OR ANY ADDITIONAL CHARGE, FEE OR DUTY LEVIED ON THE SHIP AT THE LOADING PORT AND ACTUALLY INCURRED BY BUYER RESULTING DIRECTLY FROM THE FAILURE OF THE LOADING PORT/TERMINAL/INSTALLATION TO COMPLY WITH THE ISPS CODE AND OTHER MARITIME SECURITY REGULATIONS SHALL BE FOR THE ACCOUNT OF THE SELLER.
- F) PRIOR TO LOADING OF THE SHIP, SELLER WILL PROVIDE BUYER WITH A COPY OF INTERNATIONAL PORT SECURITY CERTIFICATE IN ACCORDANCE TO THE ISPS CODE.
- G) IF THE MARITIME SECURITY IS AFFECTED BY ANY EVENT OR CIRCUMSTANCE, AS DEFINED IN THE ISPS CODE, NOT IMPUTABLE TO ANY OF THE PARTIES, AND SPECIAL SECURITY MEASURES OR ACTIONS HAVE TO BE TAKEN BY THE PORT AUTHORITIES OR THE SHIP; ANY COST OR EXPENSE FOR DEMURRAGE, RETENTION OR DELAY, MAY BE SHARED BY BUYER AND SELLER IN 50%.

#### 11. - NON - COMPLIANCE:

SELLER AND BUYER AGREE THAT WITHIN FIFTEEN (15) CALENDAR DAYS FROM THE CARGO LOADING SCHEDULED DATES, IF BUYER HAS NOT MADE BEST ENDEAVOUR TO LIFT THE CARGO, THE SELLER SHALL IMPOSE THE BUYER A PENALTY PAYMENT TO COVER ALL OPERATIONAL COSTS INCLUDED BUT NOT LIMITED TO: AGENTS, TUGS, MARINE TRANSPORTATION, STORAGE, INSPECTION AND ADMINISTRATIVE FEE AND EXPENSES INCURRED BY THE SELLER IN THE EXECUTION OF THIS CONTRACT DUE TO DELAYS CAUSED BY THE BUYER. THIS PAYMENT IS TO BE CANCELLED WITHIN THE TEN (10) DAYS FOLLOWING THE WRITTEN PARTICIPATION BY SELLER TO THE BUYER. ALSO THE SELLER WILL RESERVE THE RIGHTS TO CANCEL THIS CONTRACT

UNILATERALLY FOR BUYER NON-COMPLIANCE OF ITS OBLIGATION STIPULATED IN THIS CONTRACT.

#### 12. - ARBITRATION

ANY CONTROVERSY OR CLAIM RELATING TO THIS AGREEMENT OR TILE BREACH THERE OF SHALL BE SETTLED BY ARBITRATION CONDUCTED IN SPANISH AND ENGLISH LANGUAGE AT THE CITY OF PARIS, FRANCE, OR IN ANY OTHER CITY AGREED BY THE PARTIES, BY THREE ARBITRATORS IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC). EACH PARTY SHALL APPOINT ONE ARBITRATOR AND THE THIRD ARBITRATOR, WHO SHALL ACT AS A CHAIRMAN, SHALL BE APPOINTED BY THE TWO ALREADY APPOINTED ARBITRATORS WITHIN 30 DAYS COUNTING FROM THE DAY IN WHICH THE LAST ARBITRATOR NAMED BY THE PARTIES WAS APPOINTED. IF THE TWO ARBITRATORS CANNOT AGREE ON THE THIRD ONE, THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE COURT OF ARBITRATION OF THE ICC.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO PREVENT ANY COURT HAVING JURISDICTION, FROM ISSUING INJUNCTIONS, ATTACHMENT ORDERS OR ORDERS FOR OTHER SIMILAR RELIEF IN AID OF ANY ARBITRATION COMMENCED (OR TO BE COMMENCED) AND WHICH SEEKS THE COLLECTION OF ANY MONEYS OWED TO SELLER JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION HEREOF.

#### 13. MODIFICATION:

THE TERMS AND CONDITIONS OF THIS AGREEMENT CAN NOT BE MODIFIED OR AMENDED IN ANY WAY EXCEPT BY AGREEMENT OF BOTH PARTIES IN WRITING.

#### 14. APPLICABLE LAW:

ALL MATTERS RELATED TO THE VALIDITY, INTERPRETATION OR PERFORMANCE OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF REPUBLICA BOLIVARIANA DE VENEZUELA.

(SEE CLAUSE 12 OF THE GENERAL CONDITIONS OF SALE).

#### 15. FORCE MAJEURE:

(SEE CLAUSE 9 OF THE GENERAL CONDITIONS OF SALE).

#### 16. NOTICES:

## A) PDVSA PETROLEO, S.A.

	,	Phone	Fax	E-mail
Jose Seba	Trading	58-212-708-3050	58-212-708-3014	sebaj@pdvsa.com
Mayela Lozada	Contract Administration	58-212-708-3148		lozadamm@pdvsa.com
Erwin Burger	Operations	58-212-708-3119	58-212-708-3186	burgere@pdvsa.com
Patricia Lugo	Prepayment	58-212-708-3614	58-212-708-3944	lugopy@pdvsa.com
Miguel Bolivar	Invoicing	58-212-708-3607		bolivarmi@pdvsa.com

#### B) INTRAKAM S.A.C.V.

		Phone	Fax	E-mail
Cesar Chavez	Commercial	Of: 0052-844-4159161 Cell: 0412-5742437	0052(844)4390789	Cesarchavez@intrakam.com.mx
Wilfredo Aro	Commercial	Cel:0412-5756861	0052(844)4390789	wilfredoaro@ intrakam.com.mx
Cesar Chavez	Operations	Of: 0052-844-4159161 Cell: 0412-5742437	0052(844)4390789	Cesarchavez@intrakam.com.mx
Adrian Treviño	Invoicing	Of: 00528111553610	0052(844)4390789	adriantrevino@intrakam.com.mx

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ASDRUBAL CHAVEZ
COMMERCE & SUPPLY DIRECTOR
PDVSA PETROLEO, S.A.

BEST REGARDS,

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### **EXHIBIT 2**

# PDVSA PETROLEO Y GAS, S.A. CONTRACT FOR THE SALE OF CRUDE OIL AND OR PETROLEUM PRODUCTS GENERAL CONDITIONS FOB

The provisions of these General Conditions shall be subordinate to the provisions of the Particular Conditions to the extent that there is any inconsistency.

#### **CLAUSE 1. DEFINITIONS**

PARTICULAR CONDITIONS OF SALE: Are the terms and conditions negotiated and stipulated in the telex agreement and which together with these General Conditions form the Contract of Sale.

GALLON: A unit of volume equivalent to 231 cubic inches or 3.78541 liters or 0.003785 cubic meters, all measured at 60 F°. (Degrees Fahrenheit).

BARREL: A unit of volume equivalent to 42 gallons or 9,702 cubic inches or 158.987 liters or 0.1590 cubic meters, all measured at 60°F.

METRIC TON: A measure of weight equivalent to 1,000 kilograms or 2,204.62 avoirdupois pounds.

THE BILL OF LADING DATE; The date on which the last cargo hose is disconnected, after loading, without prejudice to the provisions of the Particular Conditions of Sale.

OIL: The crude oil and/or petroleum products purchased and sold hereunder.

RECON: Reconstituted crude. A mixture of crude oil and petroleum products.

DAY: Calendar day.

MONTH: Calendar month.

CALENDAR QUARTER: Period of three (3) consecutive months commencing on January 1st, April 1st, July 1st or October 1st.

API: American Petroleum Institute.

ASTM: American Society for Testing and Materials.

- S&W: Sediment and Water. A material, coexisting with yet foreign to a petroleum liquid, that requires a separate measurement for reasons that include sales accounting. This foreign material may include free water and sediment and emulsified or suspended water and sediment. The method for determining the S&W content of crude oil is stipulated in the Particular Conditions of Sale.
- OBQ: Onboard Quantity. Refers to materials present in a vessel's cargo tanks. void spaces, and/or pipelines before the vessel is loaded. It includes a combination of water, oil, slops, oil residue, oil/water emulsions, sludge and sediment.
- ROB: Remaining Onboard. Refers to material remaining in a vessel's cargo tanks, void spaces, and/or pipelines after the cargo is discharged. ROB includes any combination of water, oil, slops, oil residue, oil water emulsions, sludge and sediment.
- TCV: Total Calculated Volume. The total volume of all petroleum liquids and sediment and water, corrected by the appropriate volume correction factor for the observed temperature and API gravity, relative density, or density to a standard temperature such as 60°F or 15°C and also corrected by the applicable pressure correction factor and meter factor, plus all free water measured at observed temperature and pressure.
- VEF: Vessel Experience Factor. A compilation of the history of the TCV vessel measurements, adjusted for OBQ or ROB, to the TCV shore measurements. Separate VEF's should be developed for both load and discharge terminals. Preferably, information used in calculating a VEF should be based on documents that follow accepted industry standards and practices, such as inspection company reports. Procedure for calculating vessel experience factors is contained in Chapter 17 of the API Manual of Petroleum Measurement Standards.

#### API/ASTM STANDARDS:

API and ASTM Standards referenced in this Contract are those in effect as of the date of January 1st, 1998. In the event that such Standards are revised or modified or new Standards are issued, the new revised or modified Standards or any amendments thereto shall become applicable after three (3) months from the date on which they were issued, unless either party advises the other of its disagreement within that time.

#### AGREED LOADING RANGE:

Shall mean a three (3) day period within which the parties agree to have a vessel arrive at the loading port to take delivery of a quantity of Oil which lifting has been nominated and accepted pursuant to Section 5.4 hereof, including any amendment thereto.

#### CLAUSE 2. QUANTITY AND QUALITY DETERMINATION

- 2.1 The quantity and quality of each shipment of Oil shall be determined by Seller at the loading port. Buyer may at its expense witness the quality and quantity determination of each shipment after previous notice in writing to Seller. Moreover, either party shall be entitled to require an independent inspector, mutually acceptable to both parties to witness Seller's quality and quantity determination. The costs of such independent inspector shall be borne equally between Buyer and Seller.
- 2.2 The quantity of Oil shall be determined by meters in the delivery lines, where meters are available, or by taking the temperature and measuring the content of the shore tanks from which delivery is made, immediately before and immediately after delivery. If delivery meters are used, temperature compensators, when available, shall be employed. Quantity determination shall be in accordance with approved methods as published by the API in the Manual of Petroleum Measurement Standards (hereinafter "API Manual"). The quantity shall be adjusted to an equivalent volume at 60° F in accordance with provisions of the API Manual. In the determination of the quantity of crude oil, full deduction of sediment and water shall be made. Where the Oil is a RECON, deduction for sediment and water shall be made only to the crude oil component of the RECON.
- 2.3 Samples of the Oil, sufficient for testing, shall be taken from the delivery lines by the use of automatic flow proportional line sampling devices. When these devices are not available, representative samples shall be taken from the shore tanks from which delivery is made (both before and after loading in the case of crude oil). Sampling and testing shall be in accordance with approved methods as published in the API Manual. Qualities for which the API Manual does not specify a test method shall be determined using standard test methods available in the official publications of ASTM. From samples taken, representative portions shall be retained at the loading terminal for a period of at least ninety (90) days after the Bill of Lading Date and corresponding portions shall be placed aboard the vessel in sealed receptacles for delivery to Buyer.
- 2.4 The independent inspector or Seller (if no independent inspector is designated) shall issue a certificate stating the quantity and quality of each shipment of Oil determined as per the previous provisions of this Clause. Such certificate shall be binding and conclusive between the parties and shall serve as the basis for preparing the relevant shipment's Bill of Lading and price invoice.

- 2.5 Notwithstanding the foregoing, either party may submit to the other a claim for the quality of the Oil delivered or for the adjustment of the quantity included in the aforesaid certificate provided that such claim complies with the following conditions:
  - (a) The claim is submitted in writing as soon as it becomes known and, in no event later than ninety (90) days from the Bill of Lading Date.
  - (b) The claim is accompanied by documentary evidence showing the basis of the claim and its full particulars, and;
  - (c) In the case of quantity determination, the existence of an alleged shore/vessel quantity discrepancy at loading port determined by the independent inspector, or Seller, provided that:

'Case A' (vessel with VEF): The discrepancy between (i) the shore TCV and (ii) the vessel's TCV after subtracting the vessel's OBQ and corrected by the vessel's VEF, is higher than 0.30% of the shore TCV.

<u>'Case B' (vessel without VEF):</u> The discrepancy between (i) the shore TCV and (ii) the vessel's TCV after subtracting the vessel's OBQ, is higher than 0.50% of the shore TCV.

Any claim failing to meet the foregoing conditions shall be barred from recognition and shall be deemed waived and of no effect.

- 2.6. The parties agree to the following special claims handling procedures:
  - (a) Where a claim is made concerning the quantity of Oil included in the certificate, and the claim falls under the circumstances described in Section 2.5(c) Case A above, either party shall be entitled to require an independent inspector acceptable to both parties to determine the measurements at the discharge port. Additionally, Seller may require Buyer to furnish Seller with any reports, data or documentation as it may canvass from discharge port agents, inspectors or terminal operators and as may be useful to ascertain the TCV quantity measurements of the vessel at the discharge port. The cost of such independent inspector shall be borne equally between Buyer and Seller.

Moreover, Seller shall be entitled to designate one or more persons to witness or participate (at Seller's cost) in the vessel's discharge port measurements and to canvass and collect whatever information is pertinent to establish the volume of Oil carried on board the vessel.

- (b) In claims falling under Section 2.5(c) Case A, the claimant shall be recognized the portion of its claim which exceeds 0.30% of the quantity certified to have been delivered pursuant to Section 2.4 to the extent it can demonstrate both: (i) that its claim satisfies the conditions specified in Section 2.5 and; (ii) that the difference between the vessel's TCV at the discharge port (as certified by an independent inspector approved by both parties) and the vessel's TCV at loading port is found not to exceed 0.20% of the vessel's TCV at loading port.
- (c) Claims falling under Section 2.5(c) Case B and those claims falling under Section 2.5(c) Case A which fail to satisfy the condition stipulated in Section 2.6(b)(ii) above, may be considered by the party receiving such claim at its sole discretion, subject to an overall analysis of the evidence which supports such claims, including the relevant voyage analysis of the vessel.
- (d) If a claim is recognized by a party, the payment made by that party shall only include the portion of such claim in excess of 0.30% of the volume certified to have been delivered pursuant to Section 2.4.
- Where a claim is made concerning the quality of the Oil indicated in (e) the certificate such claim shall be settled by reference to the results of certain quality tests to be performed on the Oil samples referred to in Section 2.3 of this Clause. In such event either party may propose the appointment of an independent inspector acceptable to both parties to conduct or witness the said quality tests. The cost of such independent inspector shall be borne equally between Buyer and Seller.
- 2.7 It is understood and agreed that presentation of a claim pursuant to this Clause shall in no way alter or affect the validity of the quality and quantity certificate issued pursuant to Section 2.4 hereof or release Buyer from its obligation to honour and pay the full amount of the price invoice which Seller issues to Buyer in respect of any Oil shipment.

The foregoing shall not preclude the parties from separately agreeing on the settlement of quality and quantity claims submitted in accordance with the provisions of this Clause.

Where the parties agree to settle a claim made pursuant to this Clause the terms of such settlement shall be put in writing or confirmed by exchange of correspondence and any payment to be made as a result thereof shall be covered either by an amended invoice or a credit/debit note without, in any way, affecting, delaying or hindering the full and timely payment of the price invoice tendered by Seller covering the quantity/quality certificate specified in Section 2.4 above.

2.8 There are no guarantees or warranties expressed or implied of merchantability, fitness or suitability of the Oil for any particular purpose or use or otherwise, which extend beyond the description of the Oil contained in the Particular Conditions of Sale within this Contract and any Attachments thereto.

#### CLAUSE 3. PRICE

Buyer shall pay Seller the amount that results from applying the Price specified in the Particular Conditions of Sale to the quantity of Oil certified have been delivered pursuant to Section 2.4.

#### CLAUSE 4. PAYMENT-CREDIT TERMS

Except as otherwise expressly agreed between Seller and Buyer in the Particular Conditions of Sale, payment of any Oil sold and delivered hereunder shall be made by Buyer pursuant to the following provisions:

4.1 . Payment shall be made through an irrevocable documentary letter of credit meeting the requirements specified in Attachment "A" hereto. Such letter of credit must be opened and/or confirmed by a first class international bank acceptable to Seller.

The letter of credit must be received by Seller at least three (3) working days before the first day of the Agreed Loading Range defined in accordance with Section 5.4 below.

- 4.2 Payment (whether made directly by Buyer or through a documentary letter of credit) must be made in dollars of the United States of America, without any discount, allowance, retention or deduction (including any discount for banking fees or wire transfers) in immediately available funds, into Seller's account in a bank to be designated by Seller.
- 4.3 Payment must be made within thirty (30) days from the Bill of Lading Date of each shipment.

Whenever a due date falls on a Saturday, Sunday or bank holiday in the city of New York, U.S.A. payment shall be made on the last preceding working day.

The foregoing shall be without prejudice to Seller's right to withhold delivery of any Oil and require prepayment of its price pursuant to the provisions of Section 4.5 below.

Any payment not received by Seller on its due date shall draw interest at the rate of twelve percent (12%) per annum. Furthermore, there shall be an additional administrative handling and collection charge amount of six percent (6%) per annum. All the above shall be calculated on a year of three hundred sixty (360) days. Said interest and charges can be adjusted unilaterally by Seller at any time for deliveries not yet effected.

These interest charges shall be additional to any remedies or claims that Seller may be entitled to pursuant to the provisions of Clause 14.

- 4.4 In no event shall Buyer be entitled to reduce or postpone payment of the full amount of the price invoice tendered by Seller on the grounds that a dispute exists concerning the quality or quantity of the Oil which the applicable certificate indicates has been delivered or for any other reason or claim.
- 4.5 In addition to the actions and remedies stipulated in Clause 14 Seller shall be entitled to suspend deliveries of Oil under this Contract or to condition said deliveries to prepayment of the Oil if:
  - (a) Buyer fails to make full and timely payment of any Oil sold and delivered hereunder or;
  - (b) The financial capability of Buyer or its Parent Company or the bank through which it opens or confirms any letters of credit used in its payments to Seller becomes or is likely to become in the judgment of Seller unsatisfactory or impaired, except that in such event Seller may agree with Buyer to reinstate such deliveries subject to Buyer tendering for each shipment a guarantee acceptable to Seller.
- 4.6 The foregoing provisions of this Clause shall apply, to the extend they are pertinent, to the payment of other moneys which Buyer may be bound to pay Seller under the Contract (demurrage, terminal charges, etc.), unless Seller expressly waives its application for a particular case according to established international oil industry practice.
- 4.7 Seller's invoice to Buyer may be sent by telex or facsimile. Buyer shall make the corresponding payment in due time.

### CLAUSE 5. DELIVERY - PASSING OF TITLE AND RISK - OIL VOLUME NOMINATION

- 5.1 Deliveries of Oil pursuant to this Contract, shall be made Free On Board (FOB) vessels owned or chartered by Buyer, at Seller's terminal identified in the Particular Conditions of Sale hereof or at any other terminal indicated by Seller.
- 5.2 Title and risk in the Oil shall pass from Seller to Buyer:
  - (a) If the Oil is sold in bulk, as it passes the vessel's permanent flange connection of the delivery hose at the loading port.
  - (b) If the Oil is sold in containers, as it passes the vessel's rail at the loading port.

Hence, no liability shall attach to Seller for any loss, damage or contamination affecting the Oil after title and risk thereof have passed to Buyer pursuant to the preceding provisions of this Clause.

- 5.3 Unless otherwise stipulated in the Particular Conditions of Sale, deliveries of Oil shall be evenly distributed throughout the Contract term. If during any period of time for which Buyer has an obligation to lift a given quantity of Oil, Buyer lifts a quantity less than the quantity it had nominated for such pen-d, Seller, in addition to other remedies available under this Contract, shall not be obliged to supply such shortfall during any subsequent period.
- 5.3 The procedure for nomination shall be the following:
  - (a) In case of crude oil, Buyer shall notify Seller prior to the tenth (10th) day of each month:
    - (i) The quantity of crude oil Buyer proposes to lift during the subsequent month and an estimate of the quantities Buyer proposes to lift during the next three (3) months.
    - (ii) The three (3) day loading range within which Buyer proposes to lift the crude oil.
    - (iii) Seller shall have until the fifteenth (15th) day of the same month, to accept the nomination or to reject it and give a counterproposal. The parties shall thereafter endeavor to agree on a nomination program for the following month acceptable to both.

- (c) In case of petroleum products, Buyer shall notify Seller prior to the tenth (10th) day of each month:
  - (i) The quantity of petroleum products Buyer proposes to lift during the subsequent month and an estimate of the quantities Buyer proposes to lift during the next three (3) months.
  - (ii) The three (3) day loading range within which Buyer proposes to lift the petroleum products.
  - (iii) Seller shall have until the twentieth (20th) day of the same month, to accept the nomination or to reject it and give a counterproposal. The parties shall thereafter endeavor to agree on a nomination program for the following month acceptable to both.
- The Agreed Loading Range resulting from the procedure set out in the preceding provisions of this Clause may be modified by the express agreement of both Seller and Buyer provided that such agreement is recorded by an exchange of correspondence.
- 5.6 Except for the provisions of Sections 5.1 and 5.2 above the preceding provisions of this Clause shall not apply to Oil shipments sold on a spot basis.
- 5.7 Notwithstanding any agreed volume nomination Seller may for operational reasons reduce the actual volume of Oil to be delivered to a particular vessel by up to 10% of the said agreed volume nomination.

#### CLAUSE 6. VESSEL NOMINATION

- 6.1 At least ten (10) days prior to the first day of the Agreed Loading Range, Buyer shall notify Seller of the following:
  - (a) The name and characteristics of the vessel which it nominates to take delivery of the Oil;
  - (b) The date of vessel's arrival within the Agreed Loading Range;
  - (c) Approximate quantity and quality of Oil to be loaded consistent with the quantity and quality of Oil which lifting has been nominated and accepted pursuant to Section 5.4; and
  - (d) The name of the proposed independent inspector (if any). Where the Oil to be delivered consists of a spot purchase made less than ten (10) days before the first day of the Agreed Loading Range, Buyer's notice to Seller shall be made promptly after the purchase is agreed to.

- 6.2 Seller may either reject or accept Buyer's vessel nomination. If seller rejects the vessel nominated, Buyer shall then take immediate action to nominate another vessel acceptable to Seller.
- 6.3 Buyer shall be entitled to substitute any vessel nominated according to Section 6.1 by another vessel of similar size and characteristics, without prejudice to Seller's right to accept or reject such new nomination as provided for in Section 6.2 above.
- Any deadweight incurred due to the nomination by Buyer of a vessel whose dimensions are larger than those required to transport the respective cargo shall be for the sole account of Buyer, irrespective of whether the vessel's nomination is accepted by Seller.

#### 6.5 Buyer warrants:

- (a) That all vessels used by Buyer to lift the Oil at the loading port mentioned in the Particular Conditions of Sale shall be owned or demised chartered by a member of the International Tanker Owners Pollution Federation Limited (ITOPF), and that each one of said vessels shall carry on board a certificate of insurance, of the kind provided for in the Civil Liability Convention for Oil Pollution Damages, (CLC certificate) issued to it by a signatory state; and
- (b) That said vessel shall be covered by insurance for liability for oil pollution, in the maximum amount per incident as there shall be then available through any P&I club in the international group of P&I clubs, including but not limited to such excess pollution liability insurance, in the maximum amount per incident, as there shall be then available.

#### CLAUSE 7. LAYTIME

7.1 Seller shall provide the vessel nominated and accepted pursuant to Section 6.1 a safeberth or safe loading buoy with sufficient depth to allow it to approach, depart and lie always safely afloat. However, Seller does not make any representations express or implied concerning navigational conditions in public channels or waterways which vessel must use in order to reach or depart the said safeberth or safe loading buoy and which may require the exercise of special precautions or safety measures.

The vessel's Owner/Operator is understood to have made a thorough check of any navigational conditions as are likely to exist at the approaches of the loading port about the time of its arrival so as to prevent and avoid any hazards or controllable risks.

Buyer shall ensure the vessel upon its arrival at the loading port is in cargoworthy condition and fully equipped to effect loading operations from the terminal facilities both safely and with prompt dispatch and efficiency.

Any risks relating to vessel's failure to be in cargoworthy condition at the time of loading, shall vest entirely on the Buyer, regardless of whether Seller has inspected or not the vessel or whether Seller has given or failed to give Buyer or the vessel any advise concerning the cargoworthy condition of the vessel at the time of loading.

7.2 Seller shall have the right to change the vessel's locations or to request Buyer to do so from one safe berth or safe loading buoy to another at loading port or to anchorage.

Time consumed shifting between berths or to anchorage, at Seller's request, shall be computed as used laytime and Seller shall pay all specific expenses incurred directly as result of such shifts.

7.3 Buyer shall cause the vessel to observe and comply with all applicable regulations in force at the loading port from its arrival at said port, during loading, and until its departure therefrom.

Buyer shall cause the vessel to vacate the mooring berth or loading buoy as soon as loading operations are completed. Buyer shall compensate Seller for the costs of any demurrage, inefficiency or third party claims incurred by Seller as a result of vessel's failure to promptly vacate the berth or loading buoy as aforesaid (including those costs originating from delays in the docking of others vessels awaiting their loading turns), except where such failure is the result of an event beyond the control of vessel.

7.4 Buyer shall notify Seller (directly by the vessel or through its port agents) approximately 72, 48 and 24 hours in advance, of the vessel's estimated time of arrival (ETA) at the loading port. Buyer shall be relieved of the obligation to notify Seller of the vessel's ETA 72/48 and 24 hours in advance to the extent that at the time the vessel nomination is agreed the vessel is so close to the loading port and to the Agreed Loading Range that vessel is unable to give Seller all ETA notices referred to above.

After the vessel has arrived at the customary anchorage at the loading port and is ready to load, Buyer shall give Seller notice of the vessel's readiness to receive the Oil at the loading port. Any notice of readiness (NOR) tendered from a location other than the customary anchorage point shall be deemed invalid and of no effect.

7.5 Except as otherwise agreed in the Particular Conditions of Sale and regardless of the volume of Oil loaded, Seller shall have an allowed laytime of thirty six (36) hours to complete the loading of the quantity of Oil nominated and accepted. If Seller supplies Oil to the same vessel at more than one (1) port, the allowed laytime shall be increased twelve (12) hours per each additional port. The laytime shall be increased two (2) hours for each additional grade of Oil loaded.

- 7.6 Laytime shall begin to count in accordance with the following rules:
  - a) Where the vessel arrives at the loading port prior to the first day of the Agreed Loading Range and tenders a NOR to Seller prior to such date, laytime shall begin to count on the sixth hour (06:00) of the first day of the Agreed Loading Range or when the vessel is all fast at its assigned berth and ready in all material respects to begin loading operations, whichever occurs first.
  - b) Where the vessel tenders a NOR to Seller within the Agreed Loading Range, laytime shall begin to count after six (6) hours of such tender or when the vessel is all fast at its assigned berth and ready in all respects to commence loading operations, whichever occurs first.
  - c) Where the vessel tenders a NOR within seven (7) days after the Agreed Loading Range has lapsed, it shall be allowed to load at Seller's convenience and laytime shall begin when the vessel is all fast at its assigned berth and ready in all material respects to commence loading operations.
  - d) Where the vessel arrives at the loading port more than seven (7) days after the Agreed Loading Range has lapsed, Seller shall not be bound to load the vessel, unless Seller, at its discretion, expressly agrees to do so and laytime shall begin when the vessel is all fast at its assigned berth and ready in all material respects to commence loading operations. If Seller decides not to load the vessel, then the quantity of Oil which the vessel failed to lift may, at Seller's discretion, be deducted from any Oil quantity which Seller has agreed to sell and deliver to Buyer under the Contract.
  - (e) If vessel tenders NOR at a place other than the customary anchorage of the loading port and fails to tender NOR upon arrival at such customary anchorage or if vessel fails to give Seller the 72/48 and 24 hours ETA notices, the vessel shall be allowed to load at Seller's convenience and laytime shall begin when the vessel is all fast and ready in all material respects to begin loading operations.
- 7.7 Laytime or, if the vessel is on demurrage, time on demurrage shall end at each loading port when cargo hoses have been disconnected. Time spent up to four (4) hours after cargo hoses have been disconnected while waiting for cargo papers at each loading port shall not count as used laytime or demurrage if vessel is on demurrage. However, that time in excess of four (4) hours waiting for cargo papers after cargo hoses have been disconnected shall count as used laytime, or demurrage if vessel is on demurrage, provided that during this time no operations for the account of the vessel are being carried out.

- 7.7 Notwithstanding any other provision hereunder, any time spent for the following purposes or reasons shall not count as used laytime or as demurrage if the vessel is on demurrage:
  - (a) Time spent by the vessel moving from anchorage to the designated berth or loading buoy after it tenders its NOR, including without limitation any time spent on mooring operations and/or waiting for the port pilot or an additional tug boat.
  - (b) Time lost inspecting the vessel or as a result of vessel's preparing to load or for its failure to load the Oil with prompt dispatch and efficiency including delays arising from any breakdown or incapacity of vessel's facilities.
  - (c) Any delay or curtailment of the loading operations attributable to the vessel's agents, master, officers, crew, Buyer, vessel's owner or operator.
  - (d) Time spent lining up or discharging ballast or slops.
  - (e) Time spent waiting for Practique including any customs, immigration or sanitary clearance.
  - (f) Time spent awaiting receipt and approval by Seller of letter of credit that Buyer is required to furnish under the Contract.
  - (g) Delay due to vessel's bunkering if it is not accomplished concurrently with loading operations.
  - (h) Prohibition of night time loading or berthing due to Buyer or vessel owner instructions or port and terminal regulations.
- 7.9 Laytime consumed or demurrage, if the vessel is on demurrage, due to accidental breakdown or failure of the terminal's loading facilities or equipment shall be reduced by one half.
- 7.10 Lightering services, if any, shall be for account and risk of Buyer, but if the aforementioned services should be required solely because of Seller's failure to provide a berth as specified in Section 7.1 above, such services shall be for the account and risk of Seller.
- 7.11 All fees, rates, charges and duties on the vessel and cargo, and all freight charges incurred within the territory of the country where the loading port is located, including but not limited to customs' overtime, port charges and bar tolls shall be for the account of Buyer. However, no special charge shall be made to the vessel for using the berth or loading buoy designated by the loading port terminal.

#### CLAUSES. DEMURRAGE

- 8.1 Seller shall pay Buyer demurrage in dollars of the United States of America for the demurrage resulting when the used laytime exceeds the laytime allowed to Seller hereunder.
- 8.2 The demurrage shall be calculated by applying the rate specified in the Particular Conditions of Sale for every hour (or pro rata for part thereof) by which the used laytime exceeds the laytime allowed to Seller pursuant to Clause 7 hereof.

If the Particular Conditions of Sale do not specified any rate, the demurrage rate shall be:

- (a) The vessel's charter party demurrage rate if the vessel is under a voyage charter. However, Seller shall in no event be bound to pay Buyer more demurrage than the amount of demurrage Buyer can demonstrate has actually been paid to the owner in accordance with the terms of the charter party; or
- (b) The arithmetic average of the demurrage assessments made by two recognized New York brokers, for the nominated quantity and route utilized, if the vessel is owned by Buyer (or by one of its affiliates) or is under a time charter. Said brokers shall be chosen by mutual agreement, one to be proposed by Buyer and the other by Seller. The rate used by the brokers for the assessment shall be that of the first day of the Agreed Loading Range for the particular vessel.
- 8.3 No demurrage shall be paid for the time during which Seller cannot deliver or is delayed in the delivery of all or part of the Oil for reasons which fall under the provisions of Section 7.8 or 9.1 or where such demurrage is incurred as a result of a fault attributable to the vessel or if the loading is suspended for the vessel's purposes.
- No claim for demurrage shall be allowed unless it is submitted in writing to Seller together with all pertinent supporting documentation within ninety (90) days of the Bill of Lading Date and is accompanied by Buyer's calculation of demurrage, amount claimed in dollars of the United States of America and copy of the supporting documents of the discharge ports which shall include, among other documents that may be requested: the charter party or fixture telex showing demurrage rate, claim invoice presented by the owner of the vessel, time log/statement of facts issued by independent inspector, copies of ETA notices sent to Seller, letter of protest and NOR at load and discharge ports, pumping log at discharge ports signed by master or chief engineer and a terminal representative or the independent inspector.

Failure by Buyer to submit a demurrage claim as required by this Section shall bar such claim from consideration and shall be construed as a waiver of such claim by Buyer.

#### CLAUSE 9. LIABILITY EXEMPTIONS

9.1 Neither Seller nor Buyer shall be liable for failure to perform any or all of the stipulations of this Contract if their performance has been materially delayed, hindered or prevented by any cause beyond the reasonable control of Seller or Buyer, as the case may be, despite the due diligence of the affected party.

The expression "cause beyond the reasonable control of Seller or Buyer" or "Force Majeure" shall be deemed to include, for example: wars, hostilities, public enemy or belligerent's actions, sabotage, boycott, blockade, revolutions, insurrections, riots or commotions, acts of God, fires, frost or ice, earthquakes, storms, lightning, weather or sea conditions, tidal wave or perils of the sea, navigational accidents, vessel damages or breakdowns, loss of tanker due to sinking, belligerents or governmental confiscation, with or without formal requisition; accidents or closing of ports, docks, dams. channels, river-beds and other maritime or navigational aids; epidemics and quarantines; strikes or agreements among workers, lockouts or other labor disturbances; explosions or accidents caused by fire or other causes to: wells, pipelines, storage deposits, refinery facilities, machinery and other facilities; faults or omissions caused or due to: expropriation, requisition, confiscation or nationalization; embargoes; export or import restrictions, or restrictions of production, rationing or allocation of same, whether imposed by law, decree or regulation, or by insistence, request or instructions of any governmental authority, or organization owned or controlled by any government, or by any person purporting to represent a government; to the interference, restriction or onerous regulations, imposed by any government authority, to whose jurisdiction any of the parties is subject to, whether civil or military, legal or de facto, or which purports to act under any Constitution. Decree, Act or otherwise.

Notwithstanding the above, Buyer shall not be released from its obligation to make payments for Oil delivered hereunder.

- 9.2 No reduction or suspension in the deliveries or receipt of Oil due to any of the reasons set forth above, shall extend the term of this Contract or terminate same; however, any of the parties may terminate this Contract by written notice to the other, if any of the aforementioned circumstances persist during ninety (90) consecutive days.
- 9.3 All deliveries or receipts of Oil which do not take place by reasons stated in Section 9.1, shall, unless otherwise agreed, be deducted from the volumes hereunder required to be delivered and received.
- 9.4 A party affected by a Force Majeure event shall notify the other party as soon as practicable of its occurrence. As soon as a party affected by a Force Majeure event ceases to be so affected and is no longer so prevented from complying with its obligations hereunder, such party shall notify the other party accordingly.

#### **CLAUSE 10. SUPPLY SHORTAGES**

- 10.1 If, by reason of any of the causes described in Clause 9, or by reason of the refusal or failure of a government or public authority to grant any production permits, whether or not the foregoing occurs at a source of supply named in this Contract, there should occur a shortage of Oil as a consequence of which the quantity of Oil available to Seller decreases so that Seller is unable to fulfill its obligations in effect at such time, Seller may freely withhold, suspend or reduce deliveries under this Contract at its sole judgment, although Seller shall endeavor to arrange an equitable distribution of supplies originating from its own production. Seller shall not be required to purchase Oil, or use Oil acquired, to compensate for shortages resulting from any of the hereinabove mentioned causes.
- 10.2 In all cases, Seller shall not be required to deliver the shortfalls for the corresponding period, unless both parties mutually agree otherwise in writing.

#### **CLAUSE 11. INTERPRETATION**

- 11.1 Failure by either party to take action against the other in case of the other party's noncompliance with obligations or conditions set forth in this Contract, shall not be interpreted as a waiver to take action for a subsequent noncompliance of the same or other obligations or conditions.
- 11.2 Except as provided in the second paragraph of Section 7.3 of these General Conditions, claims between the parties for indirect, incidental or consequential damages shall not be allowed.

#### CLAUSE 12. APPLICABLE LAW

All matters related to the validity, interpretation or performance of this Contract shall be governed by the laws of the Republic of Venezuela.

#### **CLAUSE 13. ARBITRATION**

. Any controversy or claim relating to this Agreement or the breach thereof shall be settled by arbitration conducted in the English Language by three arbitrators in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce (ICC). Each party shall appoint one Arbitrator and the third arbitrator, who shall act as a Chairman, shall be appointed by the two already appointed arbitrators within 30 days counting from the day in which the last arbitrator named by the parties was appointed. If the two arbitrators do not agree on the third one, the third arbitrator shall be appointed by the Court of Arbitration of the ICC. Nothing in this Agreement shall be construed to prevent any court having jurisdiction, from issuing injunctions, attachment orders or orders for other similar relief in aid of any arbitration commenced (or to be commenced) pursuant to this Clause and which seeks the collection of any moneys owed to Seller pursuant to Clause 3. Judgment upon the award rendered by the Arbitrators may be entered in any Court having jurisdiction hereof. Unless otherwise specified in the Particular Conditions of Sale or otherwise agreed

between the parties such arbitration shall be conducted in the city of Paris, France.

#### CLAUSE 14. BREACH

Subject to Clause 9 hereof, in case of failure of Seller or Buyer to comply with any obligation assumed under this Contract, the other party may, without prejudice to any other rights or recourses available to it, consider such failure as a breach of this Contract and terminate same, or unilaterally suspend its performance until such failure is corrected, and in both cases, may claim direct damages caused by the breach.

#### CLAUSE 15. DESTINATION

Seller agrees to enter into this Contract based on Buyer's express undertaking to give the Oil the use and destination stipulated in the Particular Conditions of Sale. Buyer warrants therefore that the Oil shall be given the use and destination stipulated in the Particular Conditions of Sale.

Buyer may only change the above mentioned use or destination with Seller's written consent. Such consent, unless otherwise agreed by Seller, must be given prior to the loading date and, in any case prior to any change in the use or destination of the Oil.

Any change in the warranted use or destination of the Oil shall entitle Seller to require Buyer to pay the price differential between the Contract price and the price which Seller would have charged, in accordance with its commercial practices for Oil sold to the new destination.

Such right shall accrue regardless of whether Seller has granted or denied Buyer its consent for a change in the use and destination of the Oil.

Seller reserves the right to request from Buyer a discharge certificate for the purpose of verifying the destination of the Oil. For the purposes of this Clause a discharge certificate may consist of: (i) an independent inspector's certificate of discharge, or (ii) the corresponding customs fees receipt or other government document evidencing the port in which the Oil was discharged or (iii) the exemption from customs fees at the port of discharge or (iv) any other document that Seller deems an appropriate substitute thereof.

Buyer's failure to comply with any of the provisions of this Clause shall entitle Seller (without prejudice to any other rights and remedies it may have under the Contract) to cancel the Contract, suspend further deliveries of Oil under the Contract or dispose of any undelivered Oil as it deems fit.

#### CLAUSE 16. SPECIAL CONDITIONS

Neither party shall allow its agents, representatives or personnel to grant or offer the agents, representatives or personnel of the other, either directly or indirectly, any gifts, loans, gratifications, commissions or fees, personally benefiting the said agents, representatives or personnel or any member of their families,, or any company in which they hold a substantial interest, except for such small scale institutional gifts as are customary and admissible as per standard oil industry practice.

Breach of this obligation shall entail the immediate cancellation of the Contract without prejudice to any other remedies or actions as may be prescribed by law.

Where either party receives any requests from the agents, representatives or personnel of the other party (or from third parties purporting to sot on their behalf) for the granting of any gifts, loans, gratification, commissions or fees precluded by the preceding provisions of this paragraph, it shall promptly notify the other of such request together with such other information as may be required to investigate these circumstances.

#### **CLAUSE 17. ASSIGNMENT**

Seller may at any time assign this Contract or its total or partial performance hereof to any other company that assumes the obligations of Seller under the terms of the assignment. Formal notice of the assignment shall be rendered to Buyer, expressly indicating thereon the assignee's address. Buyer may assign this Contract or its performance totally or partially, with Seller's prior written consent.

An assignment made in breach of this provision shall be deemed void and shall not release the party effecting such assignment from its responsibilities under the Contract.

Unless otherwise expressly agreed the party assigning all or part of this Contract shall remain bound as guarantor for its assignees' due and timely performance of the assigned Contract obligations.

#### CLAUSE18. NOTICE

Except as otherwise provided, all notices, statements and other communications to be given hereunder by one party to the other, shall be deemed to have been sufficiently given if in writing, or delivered by hand, or sent by telex or facsimile to the address of such other party specified in the Particular Conditions of Sale hereof. Any change of address shall be advised to the other party in writing, with at least fifteen (15) days prior notice.

#### CLAUSE 19. EXCEPTIONAL CIRCUMSTANCES

Where exceptional, supervening and unforeseeable market circumstances cause a sustained change in the prevalent market price of the Oil or in oils which are commercially comparable to it in use and specifications and such market price materially diverges from the price which applies under the Contract, the party affected by such changes may request the other to agree to a change in the Contract price so as to put it in alignment with the said prevalent market price during the remaining period of the Contract. Such request shall be made in writing and shall be accompanied by verifiable evidence showing conclusively that the said change in circumstances has occurred. Where such request has been made, the party receiving such request shall begin negotiations to seek an amendment to the Contract price that aligns the Contract price with prevalent market prices. If such negotiations fail to cause an amendment to the Contract within 60 calendar days after the request has been made, the party making the request shall be entitled to suspend purchases or deliveries under the Contract until such time as an agreement is reached or until the Contract expires. Once an agreement is reached the price amendment shall apply to any deliveries made after the date in which the request was tendered. The Contract price shall be deemed to differ materially from the prevalent market price if it diverges by more than 10% from the applicable Contract price at least for a period of three (3) consecutive months. Alternatively where the parties cannot agree that the market conditions do in fact allow for the aforesaid request to be made pursuant to this Clause, either party may require the issue to be submitted to a conflict resolution procedure involving the use of jointly appointed commercial arbitrators, as more specifically provided in Clause 13 of this Contract.

#### CLAUSE 20. GENERAL

The present Contract is composed of the Particular Conditions of Sale and the General Conditions of Sale and its attachment "A".

**ATTACHMENT "A"** 

#### **DOCUMENTARY LETTER OF CREDIT**

triame of the bank) nereby issue our in	evocable documentary letter of credit
Number:	(number of the letter of credit)
In favor of:	PDVSA Petróleo y Gas, S.A. División Corporativa de Manufactura y Mercadeo Edif. PDVSA, Torre Oeste Av. Libertador, La Campiña Caracas – Venezuela Attn. Phone: (582) 708- Fax: (582) 708-
By order and for the account of:	(name and address of the client).
Amount:	Approximately (amount in U.S.\$)
Covering:	Approximately(volume) of (product) .
Shipment:	from(name and country of loading port) and/or (name and country of loading port) during the period: mm/dd/yy) (mm/dd/yy to: (name and country discharging port) and/or (name and country of discharging port)
Valid:	(expiration date) at the counters  Of

available by deferred payment via wire transfer in same day funds, 30 days after the date of the bill of lading, against presentation of the following documents:

Full set 3/3 original clean on board ocean Bills of Lading issued or endorsed to the order of <u>(name of the consignee)</u>.

- Commercial invoice.
- Beneficiary's statement certifying that all other documents have been sent directly to applicant.

#### Special conditions:

- All banking charges related to this letter of credit are for the account of our client including correspondent transfer commissions. Beneficiary is to receive full payment as invoiced.
- 2. Bar-Toll charges, if applicable, are covered by this letter of credit.
- 3. Documents presented later than twenty one (21) days from the bill of lading date but still within documentary credit validity are acceptable.
- 4. Should the date of payment of this letter of credit fall on Saturday, Sunday or a bank holiday in the city of New York, United States of America, payment shall be made on the nearest preceding banking day of such city.
- 5. Originals and/or photocopies of documents are acceptable. Documents presented to us via fax are acceptable.
- 6. Documents showing quantity in barrels or metric tons are acceptable.
- Charter party bills of lading are acceptable.
- 8. Transshipments are prohibited.
- 9. If during the validity of this letter of credit, any interruption of the issuing bank's business occurs due to an event of force majeure (article 17 uniform customs and practice for documentary credits, revision of 1993), we will fully honor the credit upon resumption of our business activities and therefore will pay, within the following five (5) business days after said resumption of our business, all amounts and claims covered by this letter of credit which were originated during the above mentioned interruption.
- 10. Name of the bank and officer to whom the documents should be addressed:

  (name and address of the bank and person to contact
- 11. The present telex is the original operative instrument and will not be followed by any written confirmation.
- 12. This letter of credit is transferable.

This credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits 1993 revision of the International Chamber of Commerce Publication 500.

Any matters no covered by the UCP shall be governed by and construed in accordance to the laws of the State of New York, United States of America. Bank: shall mean the issuing bank if no confirming bank exists, or the confirming bank if it exists.

EXHIBIT 3

JOSE SEBA/SEBAJ/PDV/PDVSA 19/10/2006 11:45 a.m.

OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV,
Para FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV,
JESUS ANZOLA/ANZOLA/JS/PDV/PDVSA@PDV,
LUIS PENA/PENALF/CIE/PDVSA@PDV, LUIS
VASQUEZ/VASQUEZLEZ/PDV/PDVSA@PDV

CCO

Asunto Rm: TeamAniara Q\_88.doc

Historial:

😝 Este mensaje se ha respondido y remitido.

Estimados, aquí el barco para el cargo de gasoil 20-22 de octubre,

Saludos,

JJ

---- Remitido por JOSE SEBA/SEBAJ/PDV/PDVSA con fecha 19/10/2006 11:43 a.m. -----



"Ing. Cesar Chavez"
<cesarchavez@intrakam .com
.mx>

19/10/2006 10:15 a.m.

Para JOSE SEBA <sebaj@pdvsa.com>, ADAM KAMARA <br/> <drkamara@intrakam.com.mx>

c <wilfredoaro@intrakam.com.mx>, GILMER GONZALEZ <gonzalezggx@pdvsa.com>

Asunto TeamAniara Q\_88.doc

Estimado Jose,

Te anexo archivo relacionado con el próximo cargamento.

Quedo atento a tus comentarios.

César Chávez Robles INTRAKAM S.A. De C.V. Tel. 00528444159161

TeamAniacaO

TeamAniaraQ\_88.doc

## INTERTANKO'S STANDARD TANKER VOYAGE CHARTERING QUESTIONNAIRE 1988 (Version 2) (Metric system to be applied, HVPQ reference specified where applicable) Created at Q88.com

GENERAL INFORMATION		HVPQ Ref
Date Updated:	Oct 11, 2006	
Vessel's name:	Team Aniara	1.2
IMO number:	8411528	1.3
Vessel's previous name(s):	ANIARA / LEVANT / AVANTI	1.4-1.7
Flag:	Liberia	1.8
Port of Registry:	Monrovia	1.9
Call sign:	ELHT3	1.11
Inmarsat phone number:	Mini M - 762 018 446 / 447	1.12
Fax number:	Mini M - 762 018 448	1.13
Email address:	TeamAniara@blystad.seaservices.net	1.16
Type of vessel:	Oil / Chemical	1.17
Type of hull:	Double Bottom	1.19
OWNERSHIP & OPERATION		
Registered owner - Full Style:	Eitzen Chemical (Singapore) Pte Ltd #35-05 Millenia Tower One Temasek Avenue Singapore 039192 65 6325 5777 cesin@eitzen-group.com	1.20
Technical operator - Full Style:	Blystad Shipmanagement Ltd. Phoenix House, Phoenix Bussiness Park, Pegasus Avenue, Linwood Road, Paisley PA1 2BH, Scotland,UK + 44 141 887 6789 technical@blystad.co.uk	1.22
Commercial operator - Full Style:	Sokana Chartering LLC. One Gorham Island, Westport, CT 06880, USA + 1 203 341 3600 teamchartering@sokana.com	1.25
Disponent owner / Bareboat charterer - Full Style:	N/A same as 1.10	
Number of vessels in disponent owner's fleet:		
BUILDER	·	•
Where Built :	Van der Giessen - de Noord,Rotterdam	1.26
Date Delivered:	Jul 19, 1985	1.31
CLASSIFICATION		
Vessel's classification society:	Det Norske Veritas	1.34
Class notation:	Tanker for Oil Products ESP and , Chemicals EO	1.35
If Classification society changed, name of previous	Lloyds Register	1.36

Oct 31, 1989

Oct 11, 2005

Oct 11, 2005

If Classification society changed, date of change?

Last dry-dock:

Last special survey:

1.37

1.38

1.41

	•	
Latest CAP Rating (if applicable)	2	1.44
Last annual survey:	Jul 26, 2006	1.45
Does the vessel have a statement of compliance issued	Yes	
under the provisions of the Condition Assessment		
Scheme (CAS)?	•	
DIMENSIONS		
LOA (Length Over All):	178.1 Metres	1.49
Extreme breadth:	32.28 Metres	1.51
KTM (Keel to Masthead):	47 Metres	1.54
BCM (Bow to Center Manifold):	87 Metres	1.57.1
Lightship parallel body length:	69 Metres	1.57.3
Normal ballast parallel body length:	80.5 Metres	1.57.6
Parallel body length at Summer DWT:	89.6 Metres	1.57.9
TONNAGES		
Net Tonnage:	13154	1.59
Gross Tonnage:	25362	1.60
Suez Net Tonnage:	25932.17	1.61
Panama Net Tonnage:	26135	1.62
LOADLINE INFORMATION Freeboard Draft		
	40738 Metric Tonnes 51204 Metric Tonnes	1.63
	39578 Metric Tonnes 50044 Metric Tonnes	1.64
	41898 Metric Tonnes 52364 Metric Tonnes	1.65
	10466 Metric Tonnes 10466 Metric Tonnes	1.66
Normal Ballast Condition: 10.500 Metres 6.1 Metres	25600 Metric Tonnes 36066 Metric Tonnes	1.67
TPC on summer draft:	47.94 Metric Tonnes	1.70
Does vessel have Multiple SDWT?	No	1.72
If yes what is the maximum assigned Deadweight?	Metric Tonnes	1.73
Air draft (sea level to top of mast/highest point) in normal	40.900 Metres	1.74
SBT condition?		
DECENT OPERATIONAL LICTORY		
RECENT OPERATIONAL HISTORY	Pollution: No	1.77-1.79
Has vessel been involved in any collision, grounding or pollution incident the past 12 months, full description:	Grounding: No	1.77-1.75
political moratin are past 12 morate, tan determinent	Collision: No	
CERTIFICATION		
Owners warrant following certificates to be valid		
throughout the Charter Party period:		
SOLAS Safety Equipment:	Jun 30, 2010	2.2
SOLAS Safety Radio:	Jun 30, 2010	2.3
SOLAS Safety Construction:	Jun 30, 2010	2.4
Load line:	Jun 30, 2010	2.5
IOPPC:	Jun 30, 2010	2.6
Safety Management (ISM):	Mar 09, 2008	2.8
USCG COC:	Apr 11, 2007	2.11

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*		
CLC:	Feb 20, 2007	2.13
US COFR:	Sep 24, 2009	2.15
Certificate of Fitness (Chemicals):	Jun 30, 2010	2.16
Certificate of Fitness (Gas):	Not Applicable	2.17
Certificate of Class:	Jun 30, 2010	
ISPS ISSC:	Jun 07, 2009	
	·	
DOCUMENTATION		
Does the vessel have the following documents on board?		
International Safety Guide for Oil Tankers & Terminals (ISGOTT):	Yes	2.28
OCIMF/ICS Ship to Ship Transfer Guide (Petroleum):	Yes	2.31
Is the vessel entered with ITOPF?	Yes	
CREW MANAGEMENT		
Nationality of Master	POLAND	
Nationality of Officers:	Croatian, Filipino, Polish	<b>3.1</b>
Nationality of Crew:	Filipino, British, Croatian	3.2
If Officers/Crew employed by a Manning Agency - Full Style:	Officers: Norwegian Crew Management AS Crew: NCM/PTC Division	3.1 & 3.2
What is the common working language onboard?	English	3.1
Do key officers understand English?	Yes	
In case of Flag Of Convenience (FOC), is the ITF Special Agreement on board?	ıl Yes	
rigidoment on board.		
•		
STRUCTURAL CONDITION	W	7.1
STRUCTURAL CONDITION Are cargo tanks coated?	Yes	7.1 7.1
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:	Marine line & Carbozinc 11	7.1.1
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:	Marine line & Carbozinc 11 Whole Tank	
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?	Marine line & Carbozinc 11 Whole Tank Yes	7.1.1
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:	Marine line & Carbozinc 11 Whole Tank	7.1.1
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:	Marine line & Carbozinc 11 Whole Tank Yes	7.1.1
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:  CARGO & BALLAST SYSTEMS	Marine line & Carbozinc 11 Whole Tank Yes Whole Tank	7.1.1
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:	Marine line & Carbozinc 11 Whole Tank Yes	7.1.1 7.1.3
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:  CARGO & BALLAST SYSTEMS  If double hull, is vessel fitted with centreline bulkhead in	Marine line & Carbozinc 11 Whole Tank Yes Whole Tank  Yes ()  Seg #1: 12350 m3 (1W5C2W) Seg #2: 11157 m3 (3W4C) Seg #3: 13818 m3 (2C4W3C)	7.1.1 7.1.3
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:  CARGO & BALLAST SYSTEMS  If double hull, is vessel fitted with centreline bulkhead in all cargo tanks (solid or perforated)?  Groups / Tank Capacities	Marine line & Carbozinc 11 Whole Tank Yes Whole Tank  Yes ()  Seg #1: 12350 m3 (1W5C2W) Seg #2: 11157 m3 (3W4C) Seg #3: 13818 m3 (2C4W3C) Seg #4: 11524 m3 (1C5W) Seg #5: 1261 m3 (SLOP P AND SLOP S)	7.1.1 7.1.3 8.2 8.3
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:  CARGO & BALLAST SYSTEMS  If double hull, is vessel fitted with centreline bulkhead in all cargo tanks (solid or perforated)?  Groups / Tank Capacities  Total cubic capacity 98% ex slop tank:	Marine line & Carbozinc 11 Whole Tank Yes Whole Tank  Yes ()  Seg #1: 12350 m3 (1W5C2W) Seg #2: 11157 m3 (3W4C) Seg #3: 13818 m3 (2C4W3C) Seg #4: 11524 m3 (1C5W) Seg #5: 1261 m3 (SLOP P AND SLOP S) 48849 Cu. Metres	7.1.1 7.1.3 8.2 8.3
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:  CARGO & BALLAST SYSTEMS  If double hull, is vessel fitted with centreline bulkhead in all cargo tanks (solid or perforated)?  Groups / Tank Capacities  Total cubic capacity 98% ex slop tank:  Slop tank(s) capacity 98%:	Marine line & Carbozinc 11 Whole Tank Yes Whole Tank  Yes ()  Seg #1: 12350 m3 (1W5C2W) Seg #2: 11157 m3 (3W4C) Seg #3: 13818 m3 (2C4W3C) Seg #4: 11524 m3 (1C5W) Seg #5: 1261 m3 (SLOP P AND SLOP S) 48849 Cu. Metres 1261 Cu. Metres	7.1.1 7.1.3 8.2 8.3
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:  CARGO & BALLAST SYSTEMS  If double hull, is vessel fitted with centreline bulkhead in all cargo tanks (solid or perforated)?  Groups / Tank Capacities  Total cubic capacity 98% ex slop tank:	Marine line & Carbozinc 11 Whole Tank Yes Whole Tank  Yes ()  Seg #1: 12350 m3 (1W5C2W) Seg #2: 11157 m3 (3W4C) Seg #3: 13818 m3 (2C4W3C) Seg #4: 11524 m3 (1C5W) Seg #5: 1261 m3 (SLOP P AND SLOP S) 48849 Cu. Metres 1261 Cu. Metres SBT	8.2 8.3 8.4 & 8.6 8.5 & 8.7
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:  CARGO & BALLAST SYSTEMS  If double hull, is vessel fitted with centreline bulkhead in all cargo tanks (solid or perforated)?  Groups / Tank Capacities  Total cubic capacity 98% ex slop tank:  Slop tank(s) capacity 98%:	Marine line & Carbozinc 11 Whole Tank Yes Whole Tank  Yes ()  Seg #1: 12350 m3 (1W5C2W) Seg #2: 11157 m3 (3W4C) Seg #3: 13818 m3 (2C4W3C) Seg #4: 11524 m3 (1C5W) Seg #5: 1261 m3 (SLOP P AND SLOP S) 48849 Cu. Metres 1261 Cu. Metres	7.1.1 7.1.3 8.2 8.3
STRUCTURAL CONDITION  Are cargo tanks coated?  If Yes, specify type of coating:  If cargo tanks are coated, specify to what extent:  Are slop tanks coated?  If slop tanks are coated, specify to what extent:  CARGO & BALLAST SYSTEMS  If double hull, is vessel fitted with centreline bulkhead in all cargo tanks (solid or perforated)?  Groups / Tank Capacities  Total cubic capacity 98% ex slop tank:  Slop tank(s) capacity 98%:  SBT or CBT?  If SBT, what percentage of SDWT can vessel maintain	Marine line & Carbozinc 11 Whole Tank Yes Whole Tank  Yes ()  Seg #1: 12350 m3 (1W5C2W) Seg #2: 11157 m3 (3W4C) Seg #3: 13818 m3 (2C4W3C) Seg #4: 11524 m3 (1C5W) Seg #5: 1261 m3 (SLOP P AND SLOP S) 48849 Cu. Metres 1261 Cu. Metres SBT	8.2 8.3 8.4 & 8.6 8.5 & 8.7

#### CARGO PUMPS

Number / Capacity / Type:	5 x 650 Cu. Metres/Hour (Deepwell) 10 x 280 Cu. Metres/Hour (Deepwell) 2 x 120 Cu. Metres/Hour (Deepwell)	8.18-8.25
GAUGING AND SAMPLING		
Can tank innage/ullage be read from the CCR?	Yes	8.48
Can vessel operate under closed conditions in accordance with ISGOTT 7.6.3?	Yes	8.51
Type of tank gauging system (radar / floating / other)	Floating	8.51.1
Are high level alarms fitted and operational in cargo tanks?	Yes	8.54
VAPOUR EMISSION CONTROL AND VENTING		
Is a vapour return system fitted?	Yes	8.65
State what type of venting system is fitted:	High Velocity Valves and Vent Risers	8.67
Max loading rate per midships connection for homogenous cargo?	3000 Cu. Metres/Hour	8.79
CARGO MANIFOLDS		
Does vessel comply with the latest edition of the OCIMF 'Recommendations for Oil Tanker Manifolds and Associated Equipment'?	Yes	8.80
What is the number of cargo connections per side?	4	8.83
What is the size of cargo connections?	250 Millimetres	8.84
What is the material of the manifold?	Stainless Steel	8.86
Distance between cargo manifold centres:	2000 Millimetres	8.93
Distance ships rail to manifold:	4600 Millimetres	8.95
Distance main deck to centre of manifold:	2100 Millimetres	8.97
Height of manifold connections above the waterline at loaded (Summer Deadweight) condition?	7.12 Metres	8.101
Height of manifold connections above the waterline in normal ballast?	12.6 Metres	8.102
Is vessel fitted with a stern manifold?	No	8.104
Number / size reducers:	2 x 203/305mm (8/12")	8.106-8.110
	4 x 203/254mm (8/10") 4 x 254/254mm (10/10")	
	4 x 254/305mm (10/12")	
	8 x 254/406mm (10/16")	
CARGO HEATING		
Type of cargo heating system?	Steam heating coils	8.120
Material of heating system?	Stainless Steel	8.128
Max load temp:	70.0 °C / 158.0 °F	
Max temp maintain:	57.2 °C / 135.0 °F	
IGS & COW		
Is an Inert Gas System (IGS) fitted?	Yes ·	9.1
Is IGS supplied by flue gas, inert gas (IG) generator and/or nitrogen?	IG Generator	9.3
Is a Crude Oil Washing (COW) installation fitted?	N/A	9.17

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MOORING ARRANGEMENTS		
Number / length / diameter of wires:	Forecastle: 4 / 180 / 28 Poop: 4 / 180 / 28	10.2-5
Breaking strength of wires:	56 Metric Tonnes	10.2-5
Number / length / diameter of ropes:	Other Lines Forecastle: 6 / 220 / 64 Poop: 6 / 220 / 64	10.11-18
Breaking strength of ropes:	None	10.11-18
Number and brake holding power of winches:	Forecastle: 2 / 33 Poop: 2 / 33	10.22-10.5
How many closed chocks and/or fairleads of enclosed type are fitted on:		
Focs	sle: 8	ı
Main deck fv	vd: 2	
Main deck	aft: 2	
Pod	op: 19 <sub>.</sub>	
SINGLE POINT MOORING (SPM) EQUIPMENT		
Fairlead size:	450 Millimetres	10.48
Does vessel comply with the latest edition of OCIMF Recommendations for Equipment Employed in the Mooring of Vessels at Single Point Moorings (SPM)?	Yes	10.60
Is vessel fitted with chain stopper(s)?	Yes	10.61
Number:	1	10.61.1
Туре:	Tongue	10.61.2
SWL:	200 Metric Tonnes	10.61.3
Max diameter chain size:	76 Millimetres	10.62
LIFTING EQUIPMENT		
Derrick(s) - Number / SWL:	0 / 10 Metric Tonnes	10.75
Crane(s) - Number / SWL:	1 / 10 Metric Tonnes	10.76
ENGINE ROOM		
What type of fuel is used for main propulsion?	HFO 380	12.5
What type of fuel is used in the generating plant?	Marine Diesel Oil	12.14
MISCELLANOUS		
P & I Club name:	GARD	
Last three cargoes (Last / 2 <sup>nd</sup> Last / 3 <sup>rd</sup> Last):	Contact owner for details.	
Last three charterers (Last / 2 <sup>nd</sup> Last / 3 <sup>rd</sup> Last):	Contact owner for details.	• •
Last three voyages (Last / 2 <sup>nd</sup> Last / 3 <sup>rd</sup> Last):	Contact owner for details.	
Date of last SIRE Inspection:	01 September 2006 - Santos	
Date of last CDI Inspection:	29 December 2005 - Montreal	
Current Oil Major Company Acceptances (TBOOK):	Contact owner for details.	
Date and place of last Port State Control:	Sep 18, 2006 / Rio Grande	1
	×1.	

Νö

NA

#### FOR USA CALLS ONLY

If yes, provide details:

Any outstanding deficiencies as reported by any Port State Control?

Qualified individual (QI) - Full Style:

ECM Maritime Services LLC 64 Danbury Road, Wilton, CT 06897 +1 203 761 6030 ecmwilton@ecmmaritime.com

Oil Spill Response Organization (OSRO) -Full Style:

National Response Corp. 3500 Sunrise Highway, Suite T-103, Great River, New York 11739 +1 800 899 4672 iocdo@nrcc.com

Has owner, manager, or operator signed the Sea Carrier No Initiative agreement with US customs concerning drug smuggling?

Revised: July 2004 (INTERTANKO.com / Q88.com)

## **English Translation**

#### **EXHIBIT 3**

To: Cc: Cco:

Subject: Fw: Team Aniara Q\_88.doc

History: This message has been replied to and forwarded.

Dear all, here's the ship for the October 20-22 gasoil shipment.

Regards,

IJ

----- Forwarded by JOSE SEBA/SEBAJ/PDV/PDVSA dated 10/19/2006 11:43 a.m.------

To

Cc

Subject TeamAniara Q\_88.doc

Dear Jose,

I am attaching the file related with the next shipment.

I am available for any of your comments.

César Chávez Robles INTRAKAM, S.A. de C.V. EXHIBIT 4



ERWIN BURGER/BURGERE/PDV/PD VSA

19/10/2006 05:57 p.m.

Para cesarchavez@intrakam.com.mx

YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, CC JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV, GONZALO ERWIN BURGER/BURGERE/PDV/PDVSA

Asunto TEAM ANIARA - 240,000bbls Gasoil Vzla -Spore.

Historial:

Este mensaje ha sido remitido.

Atn: Mr. Cesar Chavez

Your Vessel TEAM ANIARA is accepted for loading at Cardon terminal our next cargo of 240,000 barrels of Gasoil laydays October 20-22.

According to our General Term & Conditions Documentation instructions shall be sent by Buyer at least 5 working days prior to the first day of the agreed loading range, otherwise the vessel shall be subject to berth, jetty, buoy, loading platform and loading system availability, whichever may be applicable.

I will be handling this cargo, so your cooperation will be highly appreciated.

Best regards.

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663

### **EXHIBIT 5**

380981-0

10-19-06

. . 50

## PROFORMA INVOICE

INTRAKAM S.A. DE C.V.

ATTN: ADRIAN TREVIÑO

FAX: 0052(844)439 0789

CALLE VALLE DE SALTILLO N° 486, FRACC. INDUSTRIAL VALLE DE SAL -, TILLO, COAHUILA, MEXICO CP 25240

COAHUILA, MEXICO

NO. RIF.

CONTACT:

PHONE NO:

OUR CONTRACT NO: SA130239

PAYMENT INSTRUCTIONS:

PLEASE REFERENCE INVOICE JPMORGAN CHASE NEW YORK

270 PARK AVENUE

**NEW YORK** 

NEW YORK, NY 10172, USA

BANK ACCOUNT NO:

BANK ASSOC NO:

DUE DATE:

10-20-06

PAYMENT TYPE:

WIRE

INVOICE NO:

INVOICE SENT DATE:

PAGE NO:

PAYMENT TERMS: PREPAY INMEDIATELY

MOVEMENT: DELIVERY OF GASOIL 0.2 PCT SULPHUR/45 CETANE ON 10/22/2006 FOB ORIGIN

ORIG LOCATION: PUNTA CARDON, PORT, VENEZUELA (DF)

J-001230726

DEST LOCATION: COUNTRY, SINGAPORE

EXPORTER OF RECORD: PDVSA PETROLEO, S.A.

MAYELA LOZADA

0212 7083148

SHIPPING: BY VESSEL (TEAM ANIARA)

CURRENCY USED: US DOLLAR

	QTY	UOM N/G	RATE	AMOUNT
0-1 GASOIL 0.2 PCT SULPHUR/45 CETANE	240,000	BBL N	66.40	15,936,000.00 15,936,000.00

15,936,000.00 INVOICE TOTAL

INVOICE COMMENTS:

Payment of the invoice shall be made in U.S. dollars (without discount, allowance, retention or deduction, including banking fees or wire transfers from commercial banks) to the bank and account No. indicated above in same-day-available funds opening business at the City of New York making reference to the invoice number on your remittance.

### Document 19-8 File Fime Sheet Filed 02/02/2007

Page 2 of 2

Vessel **Ferminal \gent** 

Last Port

HAM ANARA

PUNEA CARDON, PORT, VENEZI FLA

SEAPORT AGENCIES, S.A.: NEW YORK, PORT, USA

Next Port HOUSTON, PORT, II NAS. USA

Nevember 13th, 2006 Date

Final Pier Nº R.O.B., O.B.Q. AZ 41

Vovage

Operation LOADING

Cargo Set Time

27:201

Port Activities	Initial Date	Final Date	Comments
ARRIVED OF PORT ENTRY	23 OCT 20 30	23. OCT 20.30	
NOR TENDERED PRESENTED MEN	23.OCT 20.30	23/OCT 20/30	
ANCHOR AWAY UP (ARRIVAL)	23 OCT 21 45	25 OCT 18:58	
MOORING - DOCKING PILOT ON BOARD	25/OCT 18-58	25 OCT 20:00	•
FIRST LINE TO SHORE	25/OCT 20:00	25 OCT 20:42	•
ALL FAST, DOCKED	25/OCT 20 42	25 OCT 21:45	
GOVERNMENT AGENT INSPECTOR ON BOARD	25.OCT 22.10	25.OCT 22:40	
INITIAL TANKS INSPECTION	25.OC F 23:20	26/OCT 00:20	
NOR ACCEPTED / RECEIVED BY FERMINAL	25 OCT 21:45	25/OCT 21:45	
CARGO ARMS HOSES CONNECTED	25.OCT 23:10	26/OCT 00:10	
LOADING	26/OCT 01-30	27 OCT 07 00	
FINAL INSPECTION / CALCULATIONS	27/OCT 07:00	27/OCT 09:45	
CARGO ARMS / HOSES DISCONNECTED - B/L DATE	27/OCT 07 00	13/NOV 13:00	·
BUNKERS	FWMTN	Ð	RAFT MTR
IFO NIDO		FWD	
Arrival 542 00 167 00	85.00	5.00	i '
Sailing Taken		10.00	0 10.00

	i)ffered	Offered	Rate	Rate	—»···· 🗸 ت	-		w.c	G 6 K C 5	
Product	Rate	Rate			Gross Barrels	Grass Metric Tons	Gross Barrels	Net Barrels	Gross Metric Tons	Net Metric Ta
DIESEL	y - Buck - oly a tony is a spikeness	18,000	15,725	9,628.00	263,295	0 00	263,123	263,123	35,688.94	35,688.1

Letter of Protest Master to Shore

Letter of Protest Shore to Master

ARRIVED AFTER LAYDAYS

NIL

ETAS NOT REPORTED OR INCONSISTENCY

Notes

NIL

	Late Date Final Date Comments				
Remarks	Initial Date	Final Date	Comments		
ANCHORED-VESSEL ARRIVED AFTER NOMINATED	23/OCT 21:45	25/OCT 19:30	LATE ARRIVAL		
LAY DAYS			·		
AWAITING PILOT	25/OCT 19:30 ·	25/OCT 20:00	AWAITING PILOT FOR DOCKED		
AWAITING PORT AUTHORITIES	25/OCT 21:45	25/OCT 22:10	AWAITING GOVERNMENT		
AWAITING SHIP'S ARRANGEMENTS TO START	26/OCT 00:20	26/OCT 01:30	SHIP'S ARR. START LOADING		
LOADING					
SHORE'S CONTROL	27:0CT01-10	27/OCT 03/50	SHORE STOP CARGO TANKS PREPARING AND LAB TEST E4 6		

RUNAMIN WEGICA

RECEPTIONLY

Signature

Master Name WEGIER RYSZARD J.

Terminal JOSE BORREGALES

DISCRE PANCY IN DATE

RECE IVED

Inspector



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx>

24/10/2006 12:11 p.m.

Para <silvamgj@pdvsa.com>

<curer@pdvsa.com>, <rosasav@pdvsa.com>, JOSE SEBA

cc <sebaj@pdvsa.com>, LUIS VASQUEZ

<vasquezlez@pdvsa.com>, <vasquezcl@pdvsa.com>

CCO

Asunto swift payment

Historial:

Este mensaje ha sido remitido.

Estimada Gabriela Silva,

La confirmación del pago swift a través de una copia se hará el día de mañana por la mañana a primera hora tiempo de Dubai. Nuestro cliente a confirmado que la copia se entrega el día de mañana.

Por lo anterior, pueden estar ciertos que el deposito ya ha sido realizado y que por la diferencia de horario se estará haciendo efectivo el día de mañana.

Quedo atento a sus comentarios.

Saludos cordiales

César Chávez INTRAKAM SA de CV Tel 0052 844 4159161 Mob 0052 844 1811580

# **English Translation**

Dear Gabriela Silva,

The swift payment confirmation through a copy will be done tomorrow first thing in the morning at Dubai time. Our client has confirmed that the copy is delivered tomorrow.

Due to the foregoing, you can be sure that the deposit has already been done and that due to the time difference it will become effective tomorrow.

Best regards

I am available for any of your comments.

César Chávez INTRAKAM, S.A. de C.V.

ERWIN BURGER/BURGERE/PDV/PD VSA

25/10/2006 11:26 a.m.

Para cesarchavez@intrakam.com.mx

GILMER GONZALEZ/GONZALEZGGX/PDV/PDVSA@PDV,
CC RAMON ARIAS/ARIASRY/PDV/PDVSA@PDV, VICTOR
DELASCIO/DELASCIOV/MM/PDVSA@PDV, TULIO

CCO ERWIN BURGER/BURGERE/PDV/PDVSA

Asunto TEAM ANIARA - A/C INTRAKAMSA LOAD 20-22 OCT-2006 - CARDON

Atn: Ing César Chávez,

Por medio de la presente le informo que de acuerdo a las normas y procedimientos de la Corporación, para proceder al atraque y carga del buque TEAM ANIARA se requiere que previamente sea recibido la confirmación de pago del producto (Pre-paid) de acuerdo a lo establecido en contrato de compra-venta.; Sin embargo, por instrucciones del Gerencia General de Comercio -lng. Gilmer Gónzalez y el visto bueno de la Gerencia General de Suministro y Lógistica Ing. Ramón Arías, quienes atendiendo a factores comerciales y operacionales, han autorizado el atraque y carga del buque, pero sin autorización de zarpe hasta que sea recibida la confirmación de pago a través de nuetra Gerencia de Finanzas internacionales.

Es de resaltar que todos los costos operacionales que se puedan generar por este concepto son por cuenta de INTRAKAM S.A. La pronta confirmación del pago será altamente agradecida.

Una vez más quedamos a su dispocisión para contribuir al feliz termino de esta operación.

Atentamente,

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663

# **English Translation**

To: Cc: Cco:

Subject: TEAM ANIARA – A/C INTRAKAMSA LOAD 20-22 OCT-2006-CARDON

Attn: Ing. César Chávez

By means of this letter I inform you that in accordance with the norms and procedures of the Corporation, in order to proceed to the mooring and loading of the TEAM ANIARA ship it is necessary to first receive the product payment confirmation (Pre-paid) in accordance with what is provided in the sale and purchase agreement.; Nonetheless, in accordance with the instructions of the Commerce General Management [sic]—Ing. Gilmer González and the approval of the Logistic and Supply General Management Ing Ramón Arias, who taking into consideration commercial and operational factors, have authorized the mooring and loading of the ship, but without authorization to weigh anchor until the payment confirmation is received through our International Finances Management.

It must be noted that all the operational costs that may be created for this reason are on the account of INTRAKAM S.A.. Prompt payment confirmation will be greatly appreciated.

We remain again at your disposition to contribute to the happy ending of this operation.

Sincerely,

Erwin Burger Clean Product Operations PDVSA Pho: Mob:



"Ing. Cesar Chavez" <cesarchavez@intrakam .com.</pre> mx> 24/10/2006 06:55 p.m.

Para ERWIN BURGER <burgere@pdvsa.com>

YAMARY GONZALEZ <gonzalezyd@pdvsa.com>,

FRANCISCO QUEVEDO <quevedofk@pdvsa.com>, JESUS ANZOLA <anzolajs@pdvsa.com>, OSCAR LABRADOR

CCO

Asunto Re: Rm: TEAM ANIARA - 240,000bbls Gasoil Vzla -Spore.

### on [DATE], [NAME] at [ADDRESS] wrote:

Atn. Ing. César Chávez,

De acuerdo a nuestra telconv de hace unos minutos, seguidamente le informo sobre las instrucciones documentales que debemos recibir para poder completar la nominación al terminal y proceder acordemente con las operaciones de atraque, carga y zarpe del buque.

Entre los puntos que requerimos se encuentran:

- Destino final de la carga- (Puerto y País).
- Agentes portuarios que atenderán durante las operaciones de carga.
- Inspectores que atenderán los aspectos de calidad y cantidad durante la operación de carga.

(informar - procedimiento para toma de muestras, etc)

- Informar detalles del Consignatario (nombre dirección, etc)
- Informar cantidad de "Bill of Lading" originales a ser entregados.
- Informar a quienes deben ser entregados los "bill of lading" Nombre y Dirección

Esta información es escencial para los efectos de concretar la nominación e instruir al terminal para proceder al embarque. Tan pronto recibamos sus instrucciones tan pronto procederemos evitando mayores retrasos y costos.

En caso de requerir mayor información no dude en contactarnos.

Saludos

Erwin Burger Clean Product Operations **PDVSA** 

Pho: +58 212 7083119 Mob: +58 412 2224663

----- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 24/10/2006 03:45 p.m. ----- ERWIN BURGER/BURGERE/PDV/PDVSA 24/10/2006 03:14 p.m.

Para

cesarchavez@intrakam.com.mx

CC

YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV

Asunto

Rm: TEAM ANIARA - 240,000bbls Gasoil Vzla -Spore.

At, Ing .César Chávez

Regarding your today message about product's payment details, we really appreciate that you please send as soon as possible documentation instruction, with following items: final destination, agents and inspectors at loading port, consignee details and all other relevant information that we have to incorporate into internal nomination to terminal our terminal.

We really appreciate your prompt attention on this matter in oder to reduce any delay due to this fact. Remember that according to our General Term & Conditions Documentation instructions shall be sent by Buyer at least 5 working days prior to the first day of the agreed loading range, otherwise the vessel Team Aniara shall be subject to berth, jetty, buoy, loading platform and loading system availability, whichever may be applicable.

Await yours,

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663 ----- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 24/10/2006 01:48 p.m. ----"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx> 24/10/2006 12:11 p.m.

Para

<silvamgj@pdvsa.com>

CC

<curer@pdvsa.com>, <rosasav@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, LUIS VASQUEZ
<vasquezlez@pdvsa.com>, <vasquezcl@pdvsa.com>

Asunto

swift payment

Estimada Gabriela Silva,

La confirmación del pago swift a través de una copia se hará el día de mañana por la mañana a primera hora tiempo de Dubai. Nuestro cliente a confirmado que la copia se entrega el día de mañana.

Por lo anterior, pueden estar ciertos que el deposito ya ha sido realizado y que por la diferencia de horario se estará haciendo efectivo el día de mañana.

Quedo atento a sus comentarios.

Saludos cordiales

César Chávez INTRAKAM SA de CV Tel 0052 844 4159161 Mob 0052 844 1811580

----- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 24/10/2006 03:04 p.m. ----- ERWIN BURGER/BURGERE/PDV/PDVSA 24/10/2006 08:57 a.m.

Para

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>

CÇ

YAMARY GONZALEZ <gonzalezyd@pdvsa.com>, JESUS ANZOLA <anzolajs@pdvsa.com>, OSCAR LABRADOR <labradorol@pdvsa.com>, GONZALO ALARCON <alarconga@pdvsa.com>, FRANCISCO QUEVEDO <quevedofk@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, VICTOR DELASCIOV/MM/PDVSA@PDV

Asunto

Re: Rm: TEAM ANIARA - 240,000bbls Gasoil Vzla -Spore.Vínculo < Notes:///0425718100542616/09AEE05D070B1D8E0425720C00716D5 7/9BCD7A0994D684D60425720B004EE68B>

Atn. Ing. César Chávez

Regarding your message we regret to inform you that loading windows agreed on contract sale is Oct 20-22, however we'll do our best effort to berth the vessel upon you complete all necessary payment process and documentation instructions be received, only in that way we could instruct to our terminal accordingly.

Thank in advance

Rgds,

Erwin Burger
Clean Product Operations
PDVSA
Pho: +58.212.7083119

Pho: +58 212 7083119 Mob: +58 412 2224663

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx> 23/10/2006 05:58 p.m.

Para

ERWIN BURGER < burgere@pdvsa.com>

CC

YAMARY GONZALEZ <gonzalezyd@pdvsa.com>, JESUS ANZOLA <anzolajs@pdvsa.com>, OSCAR LABRADOR <labradorol@pdvsa.com>, GONZALO ALARCON <alarconga@pdvsa.com>, FRANCISCO QUEVEDO <quevedofk@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>

Asunto

Re: Rm: TEAM ANIARA - 240,000bbls Gasoil Vzla -Spore.

### on [DATE], [NAME] at [ADDRESS] wrote:

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\*\*\*\*\*

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notifique al remitente o a webmaster@pdvsa.com.

Dear Erwin Burger, On teh subject of time frames for the oil pick up, we are asking for a new window. The pick up will be done between the 24th and 26th of October. I have now been notified that it is possible you may be unloading the goods on the 27th, and there is also a slight chance of more delays. The vessel will be arriving on the 24th of October as scheduled. I need confirmation of the unloading date, the 27th of October, if not charges for delays will be the responsibility of PDVSA. I have sent two e-mails to Jose Seba, and have not received an answer yet, the subject of theses messages was

to formalize the unloading date. Please I request copnfirmation as soon as possible so that the vessel operator trusts mi negotiation.

César Chávez INTRAKAM SA de CV Tel 0052 844 4159161 Mob 0052 844 1811580

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negocios. Solo esta permitida su copia, distribucion o uso a personas autorizadas. Si recibio esta nota por error, por favor destruyala y notifique al remitente o a webmaster@pdvsa.com.

## Dear Erwin,

Herebelow please find the answers required by PDVSA.

The only thing we do not understand is about the inspection, as we understood PDVSA will make the SGS inspection and present together with the shipping documents.

All documents should be sent in one lot to their bank (JP Morgan/New York)for collection of the funds (cash agaisnt documents) to credit Suisse/Geneva. And to send us via Intrakam all scanned copiesas soon as the vessel has loaded.

If you need anything else, please do not hesitate to ask any time,

Best regards,

**Operatios** 

**REF: MT TEAM ANIARA - VOYAGE INSTRUCTION** 

CARGO VOLUME: 240'000 BBLS MOLOO 10 PCT

01 - ROUTE: AMUAY PUNTA CARDON, VENEZUELA TO ? SINGAPORE PORT

02 - LOADPORT: Insert name of load port. RANGE: Insert Laydays

- CARGO/VOLUME: GAS OIL NBR 2 / Insert quantity 240.000

BBLS. MINIMUM OR MAXIMUM +/- 10%. PLS BE AWARE, THAT ACCORDING

LOAD/DISPORT DRAFT RESTRICCION. ( nil )

03 - DISPORT: Port of Singapore, Singapore ----MTS SW)

04 - CONSIGNEE: WINTEK INTERNATIONAL PTE LTD

No. 94 Pandan Loop, Pantech Industrial Complex Singapore 128383

05 - VESSEL TO PRESENT TANKS, PUMPS, IN ALL RESPECT READY TO LOAD

ABOVE MENTIONED CARGO.

06 - AGENTS AT LOADPORT): Operations Supervisor

Seaport Agencies, S.A. Punto Fijo - Venezuela

Office: + 58 269 2466944 (Master)(24 Hours)

Mobile: + 58 416 9657489 Fax: + 58 269 2472795 ISO 9001 Certified Company

Email: <a href="mailto:seaportpfo04@seaport.com.ve">seaportpfo04@seaport.com.ve</a> <a href="http://">http://</a> (Direct)

seaportpfo@cantv.net < http://>

Yahoo: luistoledoj

Web site: www.seaport.com.ve < http://>

07 - AGENTS AT DISPORT : INTERNATIONAL SHIPPING PTE LTD 08 - COMMUNICATIONS: +65 90217691 MR ANG CHEE HEE ( DIRECTOR)

A. SEND TO AGENTS AND ARES SHIPPING DE VENEZUELA

(rsmall@ipnet.com.ve AND Giocondaschilling@ipnet.com.ve)

72/48/24 ETA AND ARRIVAL DRAFT AND DISPLACEMENT NOTICE

Page 9 of 12

## **English Translation**

To: Cc: Cco:

Subject: Re: Fw: TEAM ANIARA – 240,000 bbls Gasoil Vzla-Spore.

on [DATE], [NAME] at [ADDRESS] wrote:

Attn: Ing. César Chávez,

In accordance with the telephone conversation that we had a few minutes ago, I inform you below about the documentary instructions that we have to receive to be able to complete the nomination to the terminal and proceed accordingly with the mooring, loading and weighing of anchor operations of the ship.

Among the items that we require there are:

- The load final destination – (Port and Country).

- Port agents that will attend during the loading operations.

- Inspectors that will attend the quality and quantity aspects during the loading operation. (inform – procedure for taking samples, etc)

- Inform about the details of the consignee (name address, etc)
- Inform about quantity of Bills of Landing to be delivered.
- Inform to whom the bills of landing must be delivered Name and Address

This information is essential to concrete the nomination and instruct the terminal to proceed to the shipment. As soon as we'll receive your instructions we will proceed avoiding bigger delays and costs.

Should you need more information, don't hesitate to contact us.

Regards

Erwin Burger Clean Product Operations

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/24/2006 03:45 p.m.---

To: Cc:

Subject: Fw: TEAM ANIARA -240,000 bbls Gasoil Vzla -Spore.

Attn: Ing César Chávez

## [text of e-mail in English]

---Forwarded by MARIA SILVA/SILVAMGJ/PDV/PDVSA dated 10/24/2006 01:48 p.m.---

To:

Cc:

Subject swift payment

Dear Gabriela Silva,

The swift payment confirmation through a copy will be done tomorrow first thing in the morning at Dubai time. Our client has confirmed that the copy is delivered tomorrow.

Due to the foregoing, you can be sure that the deposit has already been done and that due to the time difference it will become effective tomorrow.

I am available for any of your comments.

Best regards

César Chávez INTRAKAM, S.A. de C.V.

[Remainder of text in English]



**OSCAR** LABRADOR/LABRADOROL/P DV/PDVSA 25/10/2006 10:37 a.m.

Para ERWIN BURGER/BURGERE/PDV/PDVSA@PDV

VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV

Asunto Volumen adicional - Intrakam - Gasoil 0.2%S - CDN

Erwin,

Según conversación telefónica entre Oscar Labrador (Programación CCS) y Elisaul Miquilena (Programación CDN), te informo que se puede cargar el +10% de tolerancia (la cual es a opción de PDVSA), sin embargo como te comente se afectaría el cargamento de RECOPE cuyo buque estaría llegando el 27/10/am ó 28-10/am y esperaría aprox. 48 horas esperando por su carga.

Saludos, Oscar Labrador.

# **English Translation**

Erwin,

In accordance with a telephone conversation between Oscar Labrador (CCS Programming) and Elisaul Miquilena (CDN Programming), I inform you that it is possible to load the +10% of tolerance (which is at PDVSA's option), however as I told you the RECOPE shipment whose ship is arriving on the 10/27/am or 10-28/am would be affected and it would wait approximately 48 hours for its load.

Regards, Oscar Labrador

VICTOR DELASCIO/DELASCIOV/MM/ PDVSA

27/10/2006 10:56 a.m.

Para "Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>

JESUS ANZOLA <anzolajs@pdvsa.com>, ERWIN BURGER
cc <br/>
cc <br/>
cburgere@pdvsa.com>, VICTOR DELASCIO
<delasciov@pdvsa.com>, YAMARY GONZALEZ

cco

Re: Status of MT " TEAM ANIARA " / To Load 240,000
Asunto +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45
CETANE at Punta Cardon, Venezuela

Buenos días.

Se autoriza la carga adicional hasta el 10% sobre la nominación original, como está establecido en el contrato.

Erwin, favor hacer seguimiento e informar. Gracias.

Saludos cordiales,

Victor Delascio Gte. Operaciones Productos. Ext. 23172 Cel. 0412-620-4206.

"Ing. Cesar Chavez"
<cesarchavez@intrakam .com.mx>

27/10/2006 10:03 a.m.

Para ERWIN BURGER <br/>
JOSE SEBA <sebaj@pdvsa.com>, OSCAR LABRADOR <br/>
<labradorol@pdvsa.com>, MARIA MAYELA LOZADA <br/>
<locadamm@pdvsa.com>, YAMARY GONZALEZ <br/>
cc <gonzalezyd@pdvsa.com>, JESUS ANZOLA <anzolajs@pdvsa.com>, FRANCISCO QUEVEDO <quevedofk@pdvsa.com>, VICTOR DELASCIO 
delasciov@pdvsa.com>
Re: Status of MT " TEAM ANIARA " / To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela

Atn: Ing. César Chávez

#### Buenos días

La presente tiene por finalidad solicitar por vía escrita su confirmarción en la necesidad de incrementar el volumen de 240,000 bls +10% a ser embarcado en el buque TEAM ANIARA. Esta confirmación es requerida con carácter de URGENCIA a fin de proceder acordemente en nuestros procesos internos para el otorgamiento del producto, elaboración de documentos y liberación del buque. Todo tiempo extra que pudiese generarse por este motivo sera por cuenta de INTRAKAM.

Por otra parte, seguimos a la espera de su confirmación de pago (swift number) a nuestra Gerencia de Finanzas internacionales. Es muy importante recordar que todo el tiempo de espera por este concepto en su totalidad es por cuenta de INTRAKAM S.A.; por tal razón, orientados a minimizar cualquier retraso o costo adicional para ustedes, les sugerimos presentar la confirmación de pago a la brevedad posible.

Al leer esta nota, mucho le agradecería establecer contacto con mi persona.

Saludos

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663

----- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 27/10/2006 09:04 a.m. ----- ERWIN BURGER/BURGERE/PDV/PDVSA 26/10/2006 08:27 a.m.

Para

CESARCHAVEZ@INTRAKAM.COM.MX

CC

JOSE SEBA/SEBAJ/PDV/PDVSA@PDV, OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV, MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA@PDV, YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV

**Asunto** 

Rm: Status of MT " TEAM ANIARA " / To Load 240,000 Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Atn: Ing, César Chávez,

Con los buenos días,

Anexo encontrará el reporte de calidades por parte de SGS, el cual le fue transmitido el día de ayer por la noche. Esperamos que esta información se complete la información requerida para proceder al pago del producto.

En caso de duda o requerir información adicional por favor contacteme,

Saludos

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663

----- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 26/10/2006 08:21 a.m. ----- "Marquez, Carlos (Punto Fijo)" <Carlos.Marquez@sgs.com> 25/10/2006 10:50 p.m.

Para

BURGERE@PDVSA.COM, CESARCHAVEZ@INTRAKAM.COM.MX

CC

"Rojas, Wilton (Caracas)" <Wilton.Rojas@sgs.com>, "Prieto, Harold (Caracas)" <Harold.Prieto@sgs.com>, "Otamendi, Maria (Caracas)" <Maria.Otamendi@sgs.com>, "Garcia, Mariluisa (Punto Fijo)" <Mariluisa.Garcia@sgs.com>, "PTF, veoperaciones (Punto Fijo)" <veoperaciones.PTF@sgs.com>, "Guarecuco, Jose (Punto Fijo)" <Jose.Guarecuco@sgs.com>

Asunto

Status of MT " TEAM ANIARA " / To Load 240,000 Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Good Evening.

Please, find attached shore tanks E2-01 and E2-02 Quality Report of above mentioned vessel.

As per Loading Master information, the Terminal will be requesting pilot for your good vessel TEAM ANIARA about, October 25/2030 hrs, therefore, the estimate time to Commenced Load will be 26/0100

hrs lt.

We will revert with current times and key meeting report soonest.

Best Regards,

**Carlos Marquez** 

SGS Oil, Gas and Chemical Services Phone office: 58 69 245 01 02 / 245 45 12

Mobile: 58 14 6338276

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\*\*\*\*\*\* USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET

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Estimados Señores,

Debido una demanda mayor de nuestros requerimientos, por esta vía les solicitamos un mayor volumen de carga 240,000 bls + 10% a ser

embarcado en el buque TEAM ANIARA.

Asimismo les comento que estamos cerrando la operación de pago (swift number), en cuanto este realizada les notificaré por esta misma vía.

En espera de ser atendida mi solicitud quedo atento a sus comentarios.

César Chávez INTRAKAM SA de CV

# **English Translation**

To:

Cc:

Cco:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 +/-10% Bbls of

GASOIL

0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela

Good morning,

The loading of up to 10% over the original nomination, as provided in the contract, is authorized.

Erwin, please follow up and inform. Thanks.

Kind regards,

Victor Delascio Products Operations Manager

27/10/2006 10:03 a.m.

To: Erwin Burger

Cc:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 +/-10% Bbls of GASOIL

0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela

on [DATE], [NAME] at [ADDRESS] wrote:

Attn: Ing. César Chávez

Good morning

The object of this e-mail is to request in writing your confirmation in the necessity to increase the volume of 240,000 bls +10% to be loaded in the TEAM ANIARA ship. This confirmation is required as URGENT in order to proceed in accordance with it in our internal processes for the delivery of the product, elaboration of the documentation and release of the ship. Any extra time that could be generated due to this reason will be on INTRAKAM's account.

On the other hand, we still await for your payment confirmation (swift number) to our International Finances Management. It is very important to remind that any waiting time die to this reason is in its entirety on INTRAKAM's account.; therefore, in order to minimize any delay or cost to you, we suggest you to produce the payment confirmation at the soonest.

Once you've read these note, I would greatly appreciate if you could get in touch with me.

Regards,

Erwin Burger Clean Products Operations

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/27/2006 09:04 a.m.---

To:

Cc:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF 251606-06 Attn: Ing, César Chávez

Good morning,

Attached you will find the qualities report by SGS, which was transmitted yesterday night. We hope that this information completes the information required to proceed to the payment of the product.

In case of any doubt or if you require additional information please contact me,

Regards,

Erwin Burger Clean Products Operations

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/26/2006 08:21 a.m.---

[The text of this e-mail is in English]

[After e-mail in English and PDVSA e-mail disclaimer:]

Dear Sirs.,

Due to a greater demand of our requirements, we hereby request a greater load volume 240,000 bls +10% to be loaded in the TEAM ANIARA ship.

I also inform you that we are closing the payment operation (swift number), as long as it will be done I will give you notice by this same means.

Awaiting for my request to be attended I am available for any of your comments.

César Chávez INTRAKAM, S.A. de C.V.

MARIA SILVA/SILVAMGJ/PDV/PDVS

25/10/2006 09:25 a.m.

Para cesarchavez@intrakam.com.mx

<curer@pdvsa.com>, ARCADIO ROSAS/ROSASAV/MM/PDVSA@PDV, JOSE SEBA cc <sebaj@pdvsa.com>, LUIS VASQUEZ

<vasquezlez@pdvsa.com>, <vasquezcl@pdvsa.com>, YARELIS PEREZ/PEREZYO/PDV/PDVSA@PDV

Asunto Rm: swift payment

#### **Buenos Días Señores**

Favor informar por esta misma vía , el status del pago para levantar el cargamento de Gasoil desde Punta Cardon el cual no se ha realizado aun , pues en las cuentas de PDVSA al dia de hoy no existe ningún ingreso que avale el pago de dicho cargamento, se les recuerda que este pago es necesario para llevar a cabo el cargamento

En espera de tu pronta respuesta

Saludos

Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 25/10/2006 09:16 a.m.



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx>

24/10/2006 12:11 p.m.

Para <silvamgj@pdvsa.com>

<curer@pdvsa.com>, <rosasav@pdvsa.com>, JOSE SEBA cc <sebaj@pdvsa.com>, LUIS VASQUEZ <vasquezlez@pdvsa.com>, <vasquezcl@pdvsa.com>

Asunto swift payment

Estimada Gabriela Silva,

La confirmación del pago swift a través de una copia se hará el día de mañana por la mañana a primera hora tiempo de Dubai. Nuestro cliente a confirmado que la copia se entrega el día de mañana.

Por lo anterior, pueden estar ciertos que el deposito ya ha sido realizado y que por la diferencia de horario se estará haciendo efectivo el día de mañana.

Quedo atento a sus comentarios.

Saludos cordiales

César Chávez INTRAKAM SA de CV Tel 0052 844 4159161 Mob 0052 844 1811580

# **English Translation**

From: Cc:

Cco:

Subject: Fw: swift payment

Good morning gentlemen,

Please advise by these same means the status of the payment to lift the Gasoil shipment from Punta Cardon, which hasn't been done yet, since to date no money received nor any evidence of payment of such shipment exists in the PDVSA accounts, we remind you that this payment is necessary to make the shipment.

Awaiting your prompt response

Regards

---Forwarded by MARIA SILVA/SILVAMGJ/PDV/PDVSA dated 10/25/2006 09:16 a.m.---

To:

Cc:

Subject: SWIFT payment

Dear Gabriela Silva,

The SWIFT payment confirmation through a copy will be done tomorrow first thing in the morning at Dubai time. Our client has confirmed that the copy is delivered tomorrow.

Due to the foregoing, you can be sure that the deposit has already been done and that due to the time difference it will become effective tomorrow.

I am available for any of your comments.

Best regards

César Chávez INTRAKAM, S.A. de C.V.

ERWIN BURGER/BURGERE/PDV/PD VSA

25/10/2006 11:33 a.m.

GILMER GONZALEZ/GONZALEZGGX/PDV/PDVSA@PDV,
Para RAMON ARIAS/ARIASRY/PDV/PDVSA@PDV, TULIO
RINCON/RINCONT/EP/PDVSA@PDV, VICTOR
FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV,
cc JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, YAMARY
GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, OSCAR

CCO ERWIN BURGER/BURGERE/PDV/PDVSA

CASO INTRAKAM: INSTRUCCIONES Y NOMINACIÓN Asunto DEL B/T TEAM ANIRA A/C INTRAKAMSA LOAD 20-22

OCT-2006 - CARDON

Sr. Gilmer Gónzalez Sr. Ramón Arias

Estimados señores, en atención a sus intrucciones se ha procedido a instruir al Terminal de Cardon para el Atraque y carga del buque TEAM ANIARA a cuenta de INTRAKAM, tal y como lo refleja la nota anexa.

De igual manera, en nota enviada por separado, el Ing. César Chávez (INTRAKAM), ya fue notificado de las acciones tomadas con el buque TEAM ANIARA y de lo relativo a los costos que pudiesen generarse que serán por cuenta de INTRAKAM.

Paralelamente, continuamos en la espera de la confirmación de pago con Finanzas internacionales.

Los mantendremos informados.

Saludos

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663

----- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 25/10/2006 11:02 a.m. -----



ERWIN BURGER/BURGERE/PDV/P DVSA

25/10/2006 11:03 a.m.

JOSE PENA/PENAJG/PDV/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ISRAEL ARTEAGA/ARTEAGAI/MM/PDVSA@PDV, ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV, DOCUMENTACION SUP/SUPD/MM/PDVSA@PDV, MAY TERM SUP/SUPMT/MM/PDVSA@PDV, LABORATORIO CONTROL/CONTROLL/MM/PDVSA@PDV, JOSE L LOPEZ/LOPEZ/LB/MM/PDVSA@PDV, CAROLINA SCHMUCKE/SCHMUCKEC/PDV/PDVSA@PDV, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV, NILYEN GIL/GILNC/PDV/PDVSA@PDV, EDGAR CASTILLO/CASTILLOEW/PDV/PDVSA@PDV, LUZ RIVAS/RIVASLQ/PDV/PDVSA@PDV, JUAN ARIAS/ARIASJC/PDV/PDVSA@PDV, JUAN ARIAS/ARIASJC/PDV/PDVSA@PDV, GERARDO

Para
RIVAS/RIVASLQ/PDV/PDVSA@PDV, MARIA
RIVAS/RIVASMG/PDV/PDVSA@PDV, JUAN
ARIAS/ARIASJC/PDV/PDVSA@PDV, GERARDO
PENA/PENAGN/PDV/PDVSA@PDV, CESAR
CAMEJO/CAMEJOCJ/PDV/PDVSA@PDV, RICHARD
BORGES/BORGESR/PDV/PDVSA@PDV,



HAROLD.PRIETO@SGS.COM, ZULEMA.PEREIRA@SGS.COM, CARLOS\_MARQUEZ@SGS.COM, WILTON\_ROJAS@SGS.COM, VICTOR.BELANDRIA@SGS.COM, SEAPORTPF004@SEAPORT.COM.VE, SEAPORTPFO@CANTV.NET, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, OSCAR cc LABRADOR/LABRADOROL/PDV/PDVSA@PDV, GONZALO ALARCON/ALARCONGA/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV, TULIO RINCON/RINCONT/EP/PDVSA@PDV INSTRUCCIONES Y NOMINACIÓN DEL B/T TEAM ANIRA Asunto A/C INTRAKAMSA LOAD 20-22 OCT-2006 - CARDON

Buenas días señores,

A continuación se encuentra la nominación del B/T TEAM ANIARA, el cual se encuentra nominado para tomar 240,000 barriles de GASOIL 0.2%S con destino a SINGAPORE, SINGAPORE en ventana de Carga Oct 20-22,2006 - CARDON

Favor tomar en cuenta las siguientes observaciones importantes :

- 1.- Se autoriza el atraque y carga del buque de acuerdo a nominación anexa.
- 2.- El buque deberá permancer fondeado hasta la confirmación de Finanzas internacionales sobre el pago del producto.
- 3.- Todo el tiempo por espera de esta confirmación será por cuenta del Cliente.
- 4.- NINGÚN TIPO DE DOCUMENTO PODRÁ SER ENTREGADO O REMITIDO AL CLIENTE HASTA QUE SEA AUTORIZADO POR ESTA MISMA VIA, a excepción de los analisis de los tanques de tierra emitidos por el inspector.
- 5.- Los detalles del Consignatario serán completados a la brevedad en la REV#1 de esta nominación.

#### Instrucciones para la toma de muestras:

La compañía inspectora SGS se encuentra plenamente autorizada para:

AA) tomar y retirar de las instalaciones de la refinería muestras de la compuesta final a bordo y tanques de tierra para su análisis

#### Agentes: SEAPORT AGENCIES, S.A.

Debe informar al terminal de Cardon los ETA's a las 72 horas, 48 horas y 24 horas. Debe enviar copia de "todos" los documentos inmediatamente después del zarpe a las siguientes personas:

Ing. César Chávez INTRAKAM S.A.

Email: cesarchavez@intrakam.com.mx

tel: 0052 844 4159161 fax: 0052 844 4390789

#### \* \*SGS

Debe informar inmediatamente al operador de guardia +58-412-6204211 o al operador Erwin Burger +58-212-7083119 o celular +58-412-2224663 si:

- La diferencia tierra / buque excede el 0.3% (con factor de experiencia) o el 0.5% (sin factor de experiencia)
- Si el producto no cumple con alguna de las calidades incluidas en esta nominación.

En caso de duda o requerir mayor información no dude en contactarme.

Saludos,

Erwin Burger Clean Product Operations **PDVSA** 

Pho: +58 212 7083119 Mob: +58 412 2224663

SYSTEM: PW\*STARS PDVSA PETROLEO, S.A. MANUFACTURA Y MERCADEO LOADING INSTRUCTIONS RUN TIME: 10:27AM RUN DATE: 25/10/06 \_\_\_\_\_\_ PUNTA CARDON, PORT, VENEZUELA (025114) PUERTO DE CARGA BUQUE TEAM ANIARA OCT-20-2006 HASTA: OCT-22-2006 RANGO DE CARGA RUTA 164640 AGENTE SEAPORT AGENCIES, S.A. VOLUMEN TOTAL A CARGAR POR CALIDADES VOLUME (UOM) VOLUME (QTY) PRODUCTO GASOIL 0.2 PCT SULPHUR/45 CETANE BARRILES (42515) \*\*\*\*\*\*\*\*\*\*\*\*\*\*\* INTRAKAM S.A. DE C.V. CLIENTE INTRAKAM S.A. DE C.V.

NO. CONTRATO SA130239

CONSIGNADOR PDVSA PETROLEO, S.A.

CONSIGNATARIO WINTEK INTERNATIONAL PTE LTD CLIENTE

EXPORTADOR REGISTRO PDVSA PETROLEO, S.A.

	TIPO DE VENTA					
	*****	******	*****	******	*******	*****
		PAR	CELA #1			
	NO. DESPACHO NOMBRE DE PRODUCTO VOLUME TOLERANCIA CONTRATO DESTINO INSPECTOR	240,000 MAS O MEN SINGAPORE	2 PCT SULPH .00 BARRILES	UR/45 CETAN	<b>E</b> '	
	GASTOS DE INSPECCION		50		-	
	•					
		<del>-</del> -				
-	CALIDAD GARANTIZADA ESPEC. DE CALIDAD API GRAVITY	UM N/A	METODO D287/1298	TIPO REPORT	MIN N/A	MAX N/A
	@60F(15.5C)	Mar Dom	D482	NI/Z	NI/A	.01
	ASH CONTENT CARBON RAMSBOTTOM	WT PCT	D524	N/A	N/A	.35
	CETANE INDEX	N/A	D4737/D976	N/A	45	.35 N/A
		CELSIUS	D4737/D976 D2500	N/A	N/A	10
			D1500		N/A	3.0
	CORROSION, CU,	N/A	D130	N/A	N/A	2
	3HRS@122F(50C) DISTILLATION 50 PCT RECOVERED	CELSIUS	D86	N/A	N/A	290
	DISTILLATION 90 PCT RECOVERED	CELSIUS	D86	N/A	N/A	360
	DISTILLATION FBP	CELSIUS	D86	REPORT	N/A	
	DISTILLATION IBP			REPORT		N/A
	FLASH POINT, PM	F	D93 D2622D4294	N/A	140 N/A	
	SULPHUR CONTENT VISCOSITY KINEMATIC @ 40C	CST	D2622D4294 D445	N/A N/A	2.0	5.8
	WATER AND SEDIMENT	VOL PCT	D2709	N/A	N/A	.1
	INSTRUCCIONES DE DOC PUERTO DE CARGA	UMENTACION			٠.	
	DISTRIBUCION DE LOS 1	DOCUMENTOS				
	COMENTARIOS DEL MOVII	MIENTO	,			
	COMENTARIOS DE LA DO	CUMENTACION	ī			
		**	IONES DE DO			
	DESTINATARIO :S CONSIGNATARIO :W	INGAPORE, PO INTEK INTER		E LTD		
	DOCUMENTOS			ORIGIN	ALES CO	PIAS
			=========	========	========	======
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	CONOCIMIENTO DE EMBA			3		5

	· ·		
HOJA DE TIEMPO		1	5
MANIFIESTO DE CARGA		1	5
RECIBO DE DOCUMENTOS		1	. 5
RECIBO DE MUESTRAS		1	5
REPORTE DE ULLAGE HIDROCARBURO		1	5

### DISTRIBUCION DE DOCUMENTACION POR DESTINATARIO

\_\_\_\_\_\_\_

PARA: CAPITAN DEL BUQUE

DOCUMENTOS	ORIGINALES	COPIAS
		========
MANIFIESTO DE CARGA	0	1
CERTIFICADO DE ORIGEN	. 0	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	0	1
RECIBO DE DOCUMENTOS	. 0	1
CERTIFICADO DE CALIDAD	0	. 1
CERTIFICADO DE CANTIDAD HIDROCARBURO	<b>O</b> ·	1
HOJA DE TIEMPO	0	1
REPORTE DE ULLAGE HIDROCARBURO	0	1
	•	

PARA: CONSIGNEE VIA CAPITAN DEL BUQUE

DOCUMENTOS	ORIGINALES	COPIAS
		=======
MANIFIESTO DE CARGA	0	1 .
CERTIFICADO DE ORIGEN	0	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	0	1
RECIBO DE DOCUMENTOS	0	1
CERTIFICADO DE CALIDAD	0	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0	1
HOJA DE TIEMPO	0	1
REPORTE DE ULLAGE HIDROCARBURO	, O .	1

PARA: CONSIGNEE VIA COURIER
ATT: TO BE ADVISE
DIR: WINTEK INTERNATIONAL PTE LTD - NO. 94 PANDAN LOOP, PANTECH

INDUSTRIAL COMPLEX SINGAPORE 128383

DOCUMENTOS	ORIGINALES	COPIAS
MANIFIESTO DE CARGA		1
CERTIFICADO DE ORIGEN	1	1
RECIBO DE MUESTRAS	1	1
CONOCIMIENTO DE EMBARQUE RECIBO DE DOCUMENTOS	1	1
CERTIFICADO DE CALIDAD	1	1
CERTIFICADO DE CANTIDAD HIDROCARBURO HOJA DE TIEMPO	1	1
REPORTE DE ULLAGE HIDROCARBURO	1	ī

PARA: PDVSA ARCHIVO CARACAS

ATT: SRA NORA GAÑAN

DIR: EDIF. PDVSA - TORRE ESTE. PISO 9. LA CAMPIÑA. CARACAS

TLF: +58-212-708-7012

EMAIL: GANANN@PDVSA.COM

DOCUMENTOS	ORIGINALES	COPIAS
	============	=======
MANIFIESTO DE CARGA	0 ,	1
CERTIFICADO DE ORIGEN	0	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	0	1
RECIBO DE DOCUMENTOS	Ó	1
CERTIFICADO DE CALIDAD	0	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0	1
HOJA DE TIEMPO	0	1
REPORTE DE ULLAGE HIDROCARBURO	. 0	1

PARA : CONTABILIDAD DE PETROLEOS

□ATT : SR MIGUEL BOLIVAR

DIR: EDIF. PDVSA - TORRE ESTE. PISO 1. LA CAMPIÑA. CARACAS TLF: +58-212-7083607 EMAIL: BOLIVARMJ@PDVSA.COM

DOCUMENTOS	ORIGINALES	COPIAS
#=====================================		========
MANIFIESTO DE CARGA	0	1
CERTIFICADO DE ORIGEN	0	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	0	1
RECIBO DE DOCUMENTOS	0	1
CERTIFICADO DE CALIDAD	0	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0	1
HOJA DE TIEMPO	0	1
REPORTE DE ULLAGE HIDROCARBURO	0	1

FIN DE TEXTO

# **English Translation**

To: Cc:

Cco: Subject: INTAKAM CASE: INSTRUCTION AND NOMINATION OF THE B/T TEAM

ANĪRA A/C INTRAKAMSA LOAD 20-22 OCT-2006 - CARDON

Mr. Gilmer González Mr. Ramón Arias

Dear Sirs., in attention to your instructions we have proceeded to instruct the Cardon Terminal for the mooring and loading of the TEAM ANIARA ship on the account of INTRAKAM, as reflected in the attached note.

Likewise, in a separately sent note, Ing. César Chávez (INTRAKAM) was already notified that the actions taken with the TEAM ANIARA ship as well as what concerns the costs which might be generated and which shall be on INTRAKAM's account.

In the meantime we are still waiting fort the payment confirmation with International Finances.

We will keep you informed.

Regards

Erwin Burger Clean Products Operations

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/25/2006 11:02 a.m.---

To:

Cc:

Subject:

Good morning gentlemen,

Below please find the nomination of the B/T TEAM ANIARA, which is nominated to take 240,000 barrels of GASOIL 0.2%S directed to SINGAPORE, SINGAPORE in Charge window Oct 20-22. 2006 – CARDON

Please take into account the following important observations:

1.- The mooring and loading of the ship is authorized in accordance with the annexed nomination.

- 2.- The ship shall remain anchored until the confirmation of International Finances about the payment of the product.
- 3.- All the waiting time of this confirmation shall be on the Client's account.
- 4.- NO TYPE OF DOCUMENT MAY BE DELIVERED OR FORWARDED TO THE CLIENT UNTIL IT IS AUTHORIZED BY THIS SAME WAY, with exception of the analysis of the ground tanks issued by the inspector.
- 5.- The details of the consignee shall be completed as soon as possible in the REV#1 of this nomination.

### **Instructions to take samples:**

The inspection company SGS is completely authorized to:

AA) take and retrieve from the refinery's installations samples of the final composition on board and land tanks for its analysis.

### Agents: SEAPORT AGENCIES, S.A.

Must inform to the Cardon terminal the ETA's at 72 hours, 48 hours and 24 hours. Must send copies of "all" the documents immediately after the departure to the following people:

César Chávez INTRAKAM, S.A. de C.V.

#### \* \*SGS

Must immediately inform the operator on duty +58-412-6204211 or the operator Erwin Burger +58-212-7083119 or cell phone +58-412-2224663 if:

- The difference land/ship exceeds 0.3% (with experience factor) or 0.50% (without experience factor)
- If the product does not comply any of the qualities indicated in this nomination.

In case of any doubt or should you require more information, don't hesitate to contact me.

Regards,

Erwin Burger Clean Product Operations

SYSTEM: PW\*STARS PDVSA PETROLEO, S.A.

MANUFACTURA Y MERCADEO
LOADING INSTRUCTIONS

RUN DATE: 25/10/06 RUN TIME: 10:27/M

		v			
LOADING PORT	PUNTA CAI	RDON, PORT,	VENEZUEI	LA (025114	<b>!</b> )
SHIP	TEAM ANIA	ARA			
RANGE OF LOADING	OCT-20-200	6 UNT	IL: OCT-22-	2006	
ROUTE	164640				
AGENT	SEAPORT A	GENCIES, S.	A.		
	VOLUME TO	LOAD BY Q	UALITIES		
PRODUCT		LUME (UOM		LUME (Q	TY)
GASOIL 0.2 PCT SULPHUR/45 CETANE (42515)	5 BA	ARRELS	240	0,000.00	
TOTAL			240	0,000.00	
			***		
CLIENT NO. CONTRACT CONSIGNOR CONSIGNEE REGISTER EXPORTER TYPE OF SALE	SA130239 PDVSA PET WINTEK IN	I S.A. DE C.V. TROLEO, S.A. ITERNATION TROLEO, S.A. N	AL PTE LT	D	
	PAI	RCEL #1			
NO. DISPATCH NAME OF PRODUCT VOLUME CONTRACT TOLERANCE DESTINATION INSPECTOR INSPECTION COSTS	240,000.00 PLUS OR N SINGAPOR	MINUS 0% RE, PORT BAS & CHEMI	•		NEZUELA
GUARANTEED QUALITY		V.			
QUALITY SPECS. API GRAVITY	UM N/A	METHOD D287/1298	TYPE REPORT	MIN N/A	MAX N/A
@60F(15.5C) ASH CONTENT CARBON RAMSBOTTOM	WT PCT WT PCT	D482 D524	N/A N/A	N/A N/A	.01
CETANE INDEX	N/A	D4737/D976	N/A	45 N/A	N/A 10

D2500

D1500

D130

CELSIUS

N/A

· N/A

CLOUD POINT

COLOR, ASTM

CORROSION, CU,

N/A

N/A

N/A

N/A

N/A

N/A

10

3.0

2

		•			
3HRS@122F(50C)					
DISTILLATION 50 PCT	CELSIUS	D86	N/A	N/A	290
RECOVERED	٠.				
DISTILLATION 90 PCT	CELSIUS	D86	N/A	N/A	360
RECOVERED				-	
DISTILLATION FBP	CELSIUS	D86	REPORT	N/A	N/A
DISTILLATION IBP	CELSIUS	D86	REPORT	N/A	N/A
FLASH POINT, PM	F	D93	N/A	140	N/A
SULPHUR CONTENT	WT PCT	D2622D429	94N/A	N/A	.2
VISCOSITY KINEMATIC	CST	D445	N/A	2.0	5.8
@ 40C		•			
WATER AND SEDIMENT	VOL PCT	D2709	N/A	N/A	.1

DOCUMENTATION INSTRUCTIONS PORT OF LOADING

DOCUMENT DISTRIBUTION N/A

MOVEMENT COMMENTS N/A

DOCUMENTATION COMMENTS

# DOCUMENTATION INSTRUCTIONS

ADDRESSEE : SINGAPORE, PORT CONSIGNEE : WINTEK INTERNATIONAL PTE LTD			
DOCUMENTS	ORIGINALS	COPIES	
OUALITY CERTIFICATE	.1	5	
HYDROCARBON QUANTITY CERTIFICATE	1	5	
ORIGIN CERTIFICATE	1	5	
BILL OF LADING	3	5	
TIME SHEET	1	5	
SHIP'S MANIFEST	. 1	5	
RECEIPT OF DOCUMENTS	1	5	
RECEIPT OF SAMPLES	1	5	
HYDROCARBON ULLAGE REPORT	1	5	

DOCUMENTATION DISTRIBUTION BY ADDRESSEE

TO: SHIP CAPTAIN

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	0	. 1
ORIGIN CERTIFICATE	0	1
RECEIPT OF SAMPLES	0	1
SHIP'S MANIFEST	0	1
RECEIPT OF DOCUMENTS	0	1
QUALITY CERTIFICATE	0	1
HYDROCARBON QUANTITY CERTIFICATE	0	1
TIME SHEET	0	1
HYDROCARBON ULLAGE REPORT	0 .	1

TO : CONSIGNEE VIA SHIP CAPTAIN

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	0	1
ORIGIN CERTIFICATE	0	. 1
RECEIPT OF SAMPLES	0	· 1
SHIP'S MANIFEST	0	1
RECEIPT OF DOCUMENTS	0	1
QUALITY CERTIFICATE	0	1
HYDROCARBON QUANTITY CERTIFICATE	0	1
TIME SHEET	0	1
HYDROCARBON ULLAGE REPORT	0	1

TO : CONSIGNEE VIA COURIER

ATT : TO BE ADVISE

DIR : WINTEK INTERNATIONAL PTE LTD - NO. 94 PANDAN LOOP, PANTECH

INDUSTRIAL COMPLEX SINGAPORE 128383

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	1	1
ORIGIN CERTIFICATE	1	. 1
RECEIPT OF SAMPLES	÷ 1	1
SHIP'S MANIFEST	3	1
RECEIPT OF DOCUMENTS	1	1
QUALITY CERTIFICATE	1 .	1
HYDROCARBON QUANTITY CERTIFICATE	1	l 1
TIME SHEET	l .	<u>i</u> 1
HYDROCARBON ULLAGE REPORT	1	1'

TO : PDVSA FILE CARACAS ATT : SRA NORA GAÑAN DIR : EDIF. PDVSA - TORRE ESTE. PISO 9. LA CAMPIÑA. CARACAS

TLF : +58-212-708-7012

EMAIL: GANANN@PDVSA.COM

DOCUMENTS	ORIGINALS	COPIES	
BILL OF LADING	0	1	
ORIGIN CERTIFICATE	0	1	
RECEIPT OF SAMPLES	0	1	
SHIP'S MANIFEST	0	1	
RECEIPT OF DOCUMENTS	0	1	
QUALITY CERTIFICATE	0	1	
HYDROCARBON QUANTITY CERTIFICATE	0	1	
TIME SHEET	0	1	
HYDROCARBON ULLAGE REPORT	0	1	

TO : PETROLEUM ACCOUNTING

ATT : SR MIGUEL BOLIVAR

DIR : EDIF. PDVSA - TORRE ESTE. PISO 1. LA CAMPIÑA. CARACAS

TLF : +58-212-7083607

EMAIL: BOLIVARMJ@PDVSA.COM

DOCUMENTS	ORIGINALS	COPIES		
BILL OF LADING	0	. 1		
ORIGIN CERTIFICATE	0	1		
RECEIPT OF SAMPLES	0	1		
SHIP'S MANIFEST	0	1		
RECEIPT OF DOCUMENTS	0	1		
QUALITY CERTIFICATE	0	1		
HYDROCARBON QUANTITY CERTIFICATE	0	1		
TIME SHEET	0	1		
HYDROCARBON ULLAGE REPORT	0	1		

END OF TEXT



"Ing. Cesar Chavez" <cesarchavez@intrakam .com. mx>

25/10/2006 11:34 a.m.

Para ERWIN BURGER <burgere@pdvsa.com>

GILMER GONZALEZ <gonzalezggx@pdvsa.com>, RAMON CC ARIAS <ariasry@pdvsa.com>, VICTOR DELASCIO

<delasciov@pdvsa.com>, TULIO RINCON

CCO

Asunto Re: TEAM ANIARA - A/C INTRAKAMSA LOAD 20-22

OCT-2006 - CARDON

# on [DATE], [NAME] at [ADDRESS] wrote:

Atn: Ing César Chávez,

Por medio de la presente le informo que de acuerdo a las normas y procedimientos de la Corporación, para proceder al atraque y carga del buque TEAM ANIARA se requiere que previamente sea recibido la confirmación de pago del producto (Pre-paid) de acuerdo a lo establecido en contrato de compra-venta.; Sin embargo, por instrucciones del Gerencia General de Comercio -Ing. Gilmer Gónzalez y el visto bueno de la Gerencia General de Suministro y Lógistica Ing. Ramón Arías, quienes atendiendo a factores comerciales y operacionales, han autorizado el atraque y carga del buque, pero sin autorización de zarpe hasta que sea recibida la confirmación de pago a través de nuetra Gerencia de Finanzas internacionales.

Es de resaltar que todos los costos operacionales que se puedan generar por este concepto son por cuenta de INTRAKAM S.A. La pronta confirmación del pago será altamente agradecida.

Una vez más quedamos a su dispocisión para contribuir al feliz termino de esta operación.

Atentamente,

Erwin Burger Clean Product Operations PDVSA Pho: +58 212 7083119

Mob: +58 412 2224663

\*\*\*\*\*\*\* PDVSA'S INTERNET E-MAIL USE

\*\*\*\*\*\*\*\*

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its businesses. Copying, distribution, disclosure or any use of the information contained in this transmission is permitted only to authorized parties. If you have received this e-mail by error, please destroy it and notify webmaster@pdvsa.com or the sender by reply email.

\*\*\*\*\*\* USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET

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negocios. Solo esta permitida su copia, distribucion o uso a personas autorizadas. Si recibio esta nota por error, por favor destruyala y notifique al remitente o a webmaster@pdvsa.com.

Estimado Erwin,

Perfectamente entendido sus comentarios.

Por otra parte requerimos de ustedes el tank shore analysis de manera urgente.

César Chávez INTRAKAM SA de CV

# **English Translation**

To: Cc:

Cco:

Subject: TEAM ANIARA – A/C INTRAKAMSA LOAD 20-22 OCT-2006-CARDON

on [DATE], [NAME] at [ADDRESS] wrote:

Attn: Ing. César Chávez

By means of this letter I inform you that in accordance with the norms and procedures of the Corporation, in order to proceed to the mooring and loading of the TEAM ANIARA ship it is necessary to previously receive the product payment confirmation (Pre-paid) in accordance with what provided in the sale and purchase agreement.; Nonetheless, in accordance with the instructions of the Commerce General Management [sic]—Ing. Gilmer González and the approval of the Logistic and Supply General Management Ing Ramón Arias, who taking into consideration commercial and operational factors, have authorized the mooring and loading of the ship, but without authorization to weigh anchor until the payment confirmation is received through our International Finances Management.

It must be noted that all the operational costs that may be created for this reason are on the account of INTRAKAM S.A.. Prompt payment confirmation will be greatly appreciated.

We remain again at your disposition to contribute to the happy ending of this operation.

Sincerely,

Erwin Burger Clean Product Operations PDVSA Pho:

1 110.

Mob:

[Legal disclaimer of PDVSA e-mails]

Dear Erwin,

Your comments are perfectly understood.

On the other hand we urgently need from you the tank shore analysis.

César Chávez INTRAKAM, S.A. de C.V.



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx> 26/10/2006 11:47 a.m.

CCO

Asunto Re: Rm: swift payment / 2do Request

Historial:

S Este mensaje ha sido remitido.

# on [DATE], [NAME] at [ADDRESS] wrote:

#### Buenos Días Señores

Favor informar por esta misma vía , el status del pago para levantar el cargamento de Gasoil desde Punta Cardon el cual no se ha realizado aun , pues en las cuentas de PDVSA al dia de hoy no existe ningún ingreso que avale el pago de dicho cargamento, se les recuerda que este pago es necesario para llevar a cabo el cargamento

En espera de tu pronta respuesta

#### Saludos

----- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 26/10/2006 10:21 a.m. ----- MARIA SILVA/SILVAMGJ/PDV/PDVSA 25/10/2006 09:25 a.m.

Para

cesarchavez@intrakam.com.mx

CC

<curer@pdvsa.com>, ARCADIO ROSAS/ROSASAV/MM/PDVSA@PDV, JOSE SEBA <sebaj@pdvsa.com>, LUIS
VASQUEZ <vasquezlez@pdvsa.com>, <vasquezcl@pdvsa.com>, YARELIS PEREZ/PEREZYO/PDV/PDVSA@PDV

Asunto

Rm: swift payment

#### **Buenos Días Señores**

Favor informar por esta misma vía , el status del pago para levantar el cargamento de Gasoil desde Punta Cardon el cual no se ha realizado aun , pues en las cuentas de PDVSA al dia de hoy no existe ningún ingreso que avale el pago de dicho cargamento, se les recuerda que este pago es necesario para llevar a cabo el cargamento

En espera de tu pronta respuesta

#### Saludos

----- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 25/10/2006 09:16 a.m. ---"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx> 24/10/2006 12:11 p.m.

Para

<silvamgj@pdvsa.com>

CC

<curer@pdvsa.com>, <rosasav@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, LUIS VASQUEZ
<vasquezlez@pdvsa.com>, <vasquezcl@pdvsa.com>

Asunto

swift payment

Estimada Gabriela Silva,

La confirmación del pago swift a través de una copia se hará el día de mañana por la mañana a primera hora tiempo de Dubai. Nuestro cliente a confirmado que la copia se entrega el día de mañana.

Por lo anterior, pueden estar ciertos que el deposito ya ha sido realizado y que por la diferencia de horario se estará haciendo efectivo el día de mañana.

Quedo atento a sus comentarios.

Saludos cordiales

César Chávez INTRAKAM SA de CV Tel 0052 844 4159161 Mob 0052 844 1811580

# \*\*\*\*\*\* USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET \*\*\*\*\*

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# Estimada María,

Nuestro cliente me ha confirmado que el deposito ya fue realizado, por la diferencia de horario la copia del banco la tendra Usted mañana sin falta.

Quedo atento a sus comentarios

César Chávez INTRAKAM SA de CV

# **English Translation**

To: Cc: Cco:

Subject: Re: Fw: swift payment / 2<sup>nd</sup> Request

History: This message has been forwarded.

on [DATE], [NAME] at [ADDRESS] wrote:

Good morning gentlemen,

Please inform by these same means the status of the payment to lift the Gasoil shipment from Punta Cardon, which hasn't been done yet, since to date no money received evidencing the payment of such shipment exists in the PDVSA accounts, we remember to you that this payment is necessary to make the shipment.

Awaiting your prompt response

Regards

---Forwarded by MARIA SILVA/SILVAMGJ/PDV/PDVSA dated 10/26/2006 10:21 a.m.---

To: Cc:

Subject: Fw: swift payment

Good morning gentlemen,

Please advise by these same means the status of the payment to lift the Gasoil shipment from Punta Cardon, which hasn't been done yet, since to date no money received evidencing the payment of such shipment exists in the PDVSA accounts, we remember to you that this payment is necessary to make the shipment.

Awaiting your prompt response

Regards

---Forwarded by MARIA SILVA/SILVA MGJ/PDV/PDVSA dated 10/25/2006 09:16 a.m.---

To:

Cc:

Subject. Swift payment

Dear Gabriela Silva,

The swift payment confirmation through a copy will be done tomorrow first thing in the morning at Dubai time. Our client has confirmed that the copy is delivered tomorrow.

Due to the foregoing, you can be sure that the deposit has already been done and that due to the time difference it will become effective tomorrow.

Best regards

I am available for any of your comments.

César Chávez INTRAKAM, S.A. de C.V.

[Legal disclaimer of PDVSA e-mails]

Dear María,

Our client has confirmed to me that the deposit was already made, due to the time difference you will definitely have the bank's copy tomorrow.

I am available for any of your comments.

César Chávez INTRAKAM, S.A. de C.V.

ERWIN BURGER/BURGERE/PDV/PD VSA

27/10/2006 11:10 a.m.

JOSE PENA/PENAJG/PDV/PDVSA@PDV, ELISAUL
Para MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ISRAEL
ARTEAGA/ARTEAGAI/MM/PDVSA@PDV, ERWIN
FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV,
CC JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, YAMARY
GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, OSCAR
ERWIN BURGER/BURGERE/PDV/PDVSA

Asunto ANIRA - CARGAMENTO DE GASOIL 0,2%S PARA INTRAKAM SA VENTANA 20-22 OCT-2006 - CARDON

Buenos días señores.

En virtud de que el buque ha finalizado operaciones en terminal, y hasta la fecha no se ha recibido confirmación de pago, el terminal queda autorizado a proceder a fondear el buque a espera de instrucciones. Ningún tipo de documentación podrá ser entregado hassta recibir confirmación de CyS.

Saludos,

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663

----- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 27/10/2006 10:59 a.m. -----

ERWIN BURGER/BURGERE/PDV/P DVSA

27/10/2006 09:04 a.m.

JOSE PENA/PENAJG/PDV/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ISRAEL ARTEAGA/ARTEAGAI/MM/PDVSA@PDV, ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV, DOCUMENTACION SUP/SUPD/MM/PDVSA@PDV, MAY TERM SUP/SUPMT/MM/PDVSA@PDV, LABORATORIO CONTROL/CONTROLL/MM/PDVSA@PDV, JOSE L LOPEZ/LOPEZJLB/MM/PDVSA@PDV, CAROLINA SCHMUCKE/SCHMUCKEC/PDV/PDVSA@PDV, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV, NILYEN GIL/GILNC/PDV/PDVSA@PDV, EDGAR CASTILLO/CASTILLOEW/PDV/PDVSA@PDV, LUZ RIVAS/RIVASLQ/PDV/FDVSA@PDV, MARIA

RIVAS/RIVASMG/PDV/PDVSA@PDV, JUAN ARIAS/ARIASJC/PDV/PDVSA@PDV, GERARDO PENA/PENAGN/PDV/PDVSA@PDV, CESAR CAMEJO/CAMEJOCJ/PDV/PDVSA@PDV, RICHARD BORGES/BORGESR/PDV/PDVSA@PDV, HAROLD.PRIETO@SGS.COM, ZULEMA.PEREIRA@SGS.COM, CARLOS\_MARQUEZ@SGS.COM, WILTON ROJAS@SGS.COM, VICTOR.BELANDRIA@SGS.COM, SEAPORTPF004@SEAPORT.COM.VE, SEAPORTPFO@CANTV.NET, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV. JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, OSCAR

LABRADOR/LABRADOROL/PDV/PDVSA@PDV, GONZALO ALARCON/ALARCONGA/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV, TULIO RINCON/RINCONT/EP/PDVSA@PDV, OSWALDO HERNANDEZ/HERNANDEZOQ/PDV/PDVSA@PDV REV#1: INSTRUCCION IMPORTANTE!! B/T TEAM ANIRA - Asunto CARGAMENTO DE GASOIL 0.2%S PARA INTRAKAM SA VENTANA 20-22 OCT-2006 - CARDON

Buenas días señores,

A continuación se encuentra la primera revisión de la nominación del B/T TEAM ANIARA, el cual

se encuentra nominado para levantar 240,000 +/- 10% barriles de Gasoil 0.45S a opción de PDVSA para

nuestro cliente INTRAKAM con ventana 20-22/10, 2006.

En concordancia con el mensaje (anexo) emitido por la Srta. Yamary Gónzalez, se confirma que el volumen total a ser embarcado será de 264,000 bbls (240,000 + 10%).

Dado las particularidades especiales de este cargamento, se agradece tomar en cuenta las siguientes observaciones importantes:

- 1.- Una vez finalizada la operación de carga e inspección de cantidad, el buque procederá al área de fondeo a espera de la confirmación de Comercio y Suministro (Caracas) dado el visto bueno previa confirmación del nuestra Gerencia de Finanzas internacionales sobre el pago del producto.
- 2.- Todo el tiempo por espera de esta confirmación será por cuenta del Cliente.
- 3.- NINGUN TIPO DE DOCUMENTO PODRÁ SER ENTREGADO O REMITIDO AL CLIENTE HASTA QUE SEA AUTORIZADO POR ESTA MISMA VIA. (inluyendo los resultados volumetricos y calidades)
- 4.- Se recomienda dar aviso a las autoridades portuarias para la custodia del mencionado buque y prohibir el permizo de zarpe hasta obtener confirmación de PDVSA.

ATN: SEAPORT AGE tomadas por PDVSA	infor	mar d	lebida	amente	a sus pri	ncipales (	le las acciones	
* * * * * * * * * * *	•		-					

Esta revisión se refiere a la cantidad del producto a ser embarcada, las cuales se mencionan a continuación:

SYSTEM: PW\*STARS PDVSA PETROLEO, S.A.

MANUFACTURA Y MERCADEO
LOADING INSTRUCTIONS

RUN DATE: 27/10/06 RUN TIME: 08:29AM

\_\_\_\_\_\_\_ PUERTO DE CARGA PUNTA CARDON, PORT, VENEZUELA (025114) BUQUE TEAM ANIARA

RANGO DE CARGA OCT-20-2006 HASTA: OCT-22-2006

164640 RUTA

SEAPORT AGENCIES, S.A. AGENTE

\_\_\_\_\_\_

VOLUMEN TOTAL A CARGAR POR CALIDADES

VOLUME (UOM) VOLUME (QTY)

GASOIL 0.2 PCT SULPHUR/45 CETANE BARRILES 264,000.00

TOTAL

CLIENTE INTRAKAM S.A. DE C.V.

CLIENTE INTRAKAM S.A. DE C.V.

NO. CONTRATO SA130239

CONSIGNADOR PDVSA PETROLEO, S.A.

CONSIGNATARIO WINTEK INTERNATIONAL PTE LTD

EXPORTADOR REGISTRO PDVSA PETROLEO, S.A. TIPO DE VENTA FOB ORIGIN

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

#### PARCELA #1

NO. DESPACHO 410051

NOMBRE DE PRODUCTO GASOIL 0.2 PCT SULPHUR/45 CETANE

\_\_\_\_\_\_\_

VOLUME 264,000.00 BARRILES

TOLERANCIA CONTRATO MAS O MENOS 0% DESTINO SINGAPORE, PORT

SGS OIL, GAS & CHEMICALS SERVICES VENEZUELA INSPECTOR

(13)

GASTOS DE INSPECCION SPLIT 50/50

El resto de la información contenida en esta nominación permanece sin

En caso de duda por favor contactarnos,

Saludos.

Erwin Burger Clean Product Operations **PDVSA** 

Pho: +58 212 7083119 Mob: +58 412 2224663

----- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 27/10/2006 08:26 a.m. -----

YAMARY GONZALEZ/GONZALEZYD/E P/PDVSA

26/10/2006 09:11 p.m.

JOSE PENA/PENAJG/PDV/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ISRAEL ARTEAGA/ARTEAGAI/MM/PDVSA@PDV, ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV, DOCUMENTACION SUP/SUPD/MM/PDVSA@PDV, MAY TERM SUP/SUPMT/MM/PDVSA@PDV, LABORATORIO CONTROL/CONTROLL/MM/PDVSA@PDV, JOSE L LOPEZ/LOPEZJLB/MM/PDVSA@PDV, CAROLINA SCHMUCKE/SCHMUCKEC/PDV/PDVSA@PDV, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV, NILYEN GIL/GILNC/PDV/PDVSA@PDV, EDGAR CASTILLO/CASTILLOEW/PDV/PDVSA@PDV, LUZ RIVAS/RIVASLQ/PDV/PDVSA@PDV, MARIA

Para

RIVAS/RIVASMG/PDV/PDVSA@PDV, JUAN ARIAS/ARIASJC/PDV/PDVSA@PDV, GERARDO PENA/PENAGN/PDV/PDVSA@PDV, CESAR CAMEJO/CAMEJOCJ/PDV/PDVSA@PDV, RICHARD BORGES/BORGESR/PDV/PDVSA@PDV, harold.prieto@sgs.com, "Pereira, Zulema (Caracas)" <Zulema.Pereira@sgs.com>, victor.belandria@sgs.com, wilton.rojas@sgs.com, carlos.marquez@sgs.com, jose.guarecuco@sgs.com, presidencia@seaport.com.ve, gerencia@seaport.com.ve, opsdept@seaport.com.ve, seaportpfo@seaport.com.ve, seaportmbo@seaport.com.ve, seaportpbl@cantv.net, SEAPORTPFO@CANTV.NET, seaportpfo04@seaport.com.ve, seaportpfo@cantv.net OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV, FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, **OSWALDO** 

HERNANDEZ/HERNANDEZOQ/PDV/PDVSA@PDV, JESUS
ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, ERWIN
BURGER/BURGERE/PDV/PDVSA@PDV, VICTOR
DELASCIO/DELASCIOV/MM/PDVSA@PDV, GILMER
GONZALEZ/GONZALEZGGX/PDV/PDVSA@PDV
INSTRUCCION IMPORTANTE!! B/T TEAM ANIRA Asunto CARGAMENTO DE GASOIL 0.2%S PARA INTRAKAM SA

VENTANA 20-22 OCT-2006 - CARDON

Buenas noches señores,

Siguiendo las instrucciones de la Gerencia de Comercio y Operaciones se instruye al terminal de Punta Cardón a dejar atracado al B/T TEAM ANIARA, esperando por la confirmación del pago del cargamento y un 10% adicional sobre los 240,000 barriles nominados, para un total de 264,000 barriles.

El B/T TEAM ANIARA tiene un estimado para completar su carga original (240,000 barriles) a las 22:00 horas del día de hoy 26 de octubre. Por lo tanto "TODAS" las demoras generadas en espera del 10% adicional, así como la confirmación del pago serán por cuenta de nuestro cliente INTRAKAM.

A primera hora del día de mañana el señor Erwin Burger estará enviando la nominación corregida con estos cambios.

Saludos, Yamary González Operaciones de Productos Blancos Ext. 93-23-115

Remitido por YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA con fecha 26/10/2006 08:52 p.m. -----



**ERWIN BURGER/BURGERE/PDV/P DVSA** 

25/10/2006 11:03 a.m.

JOSE PENA/PENAJG/PDV/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ISRAEL ARTEAGA/ARTEAGAI/MM/PDVSA@PDV, ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV, DOCUMENTACION SUP/SUPD/MM/PDVSA@PDV, MAY TERM SUP/SUPMT/MM/PDVSA@PDV, LABORATORIO CONTROL/CONTROLL/MM/PDVSA@PDV, JOSE L LOPEZ/LOPEZJLB/MM/PDVSA@PDV, CAROLINA SCHMUCKE/SCHMUCKEC/PDV/PDVSA@PDV, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV, NILYEN GIL/GILNC/PDV/PDVSA@PDV, EDGAR CASTILLO/CASTILLOEW/PDV/PDVSA@PDV, LUZ RIVAS/RIVASLQ/PDV/PDVSA@PDV, MARIA RIVAS/RIVASMG/PDV/PDVSA@PDV, JUAN ARIAS/ARIASJC/PDV/PDVSA@PDV, GERARDO PENA/PENAGN/PDV/PDVSA@PDV, CESAR CAMEJO/CAMEJOCJ/PDV/PDVSA@PDV, RICHARD BORGES/BORGESR/PDV/PDVSA@PDV, HAROLD.PRIETO@SGS.COM, ZULEMA.PEREIRA@SGS.COM, CARLOS\_MARQUEZ@SGS.COM, WILTON\_ROJAS@SGS.COM, VICTOR.BELANDRIA@SGS.COM, SEAPORTPF004@SEAPORT.COM.VE, SEAPORTPFO@CANTV.NET, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV

FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, OSCAR

cc LABRADOR/LABRADOROL/PDV/PDVSA@PDV, GONZALO ALARCON/ALARCONGA/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV, TULIO RINCON/RINCONT/EP/PDVSA@PDV

INSTRUCCIONES Y NOMINACIÓN DEL B/T TEAM ANIRA

Asunto

A/C INTRAKAMSA LOAD 20-22 OCT-2006 - CARDON

Buenas días señores,

A continuación se encuentra la nominación del B/T TEAM ANIARA, el cual se encuentra nominado para tomar 240,000 barriles de GASOIL 0.2%S con destino a SINGAPORE, SINGAPORE en ventana de Carga Oct 20-22,2006 - CARDON

Favor tomar en cuenta las siguientes observaciones importantes :

- 1.- Se autoriza el atraque y carga del buque de acuerdo a nominación anexa.
- 2.- El buque deberá permancer fondeado hasta la confirmación de Finanzas internacionales sobre el pago del producto.
- 3.- Todo el tiempo por espera de esta confirmación será por cuenta del Cliente.
- 4.- NINGÚN TIPO DE DOCUMENTO PODRÁ SER ENTREGADO O REMITIDO AL CLIENTE HASTA QUE SEA AUTORIZADO POR ESTA MISMA VIA, a excepción de los analisis de los tanques de

tierra emitidos por el inspector.

5.- Los detalles del Consignatario serán completados a la brevedad en la REV#1 de esta nominación.

### Instrucciones para la toma de muestras:

La compañía inspectora SGS se encuentra plenamente autorizada para:

AA) tomar y retirar de las instalaciones de la refinería muestras de la compuesta final a bordo y tanques de tierra para su análisis

## Agentes: SEAPORT AGENCIES, S.A.

Debe informar al terminal de Cardon los ETA's a las 72 horas, 48 horas y 24 horas. Debe enviar copia de **"todos"** los documentos inmediatamente después del zarpe a las siguientes personas:

Ing. César Chávez INTRAKAM S.A.

Email: cesarchavez@intrakam.com.mx

tel: 0052 844 4159161 fax: 0052 844 4390789

### \* \*SGS

Debe informar inmediatamente al operador de guardia +58-412-6204211 o al operador Erwin Burger +58-212-7083119 o celular +58-412-2224663 si:

- La diferencia tierra / buque excede el 0.3% (con factor de experiencia) o el 0.5% (sin factor de experiencia)
- Si el producto no cumple con alguna de las calidades incluidas en esta nominación.

En caso de duda o requerir mayor información no dude en contactarme.

Saludos,

Erwin Burger Clean Product Operations PDVSA Pho: +58 212 7083119 Mob: +58 412 2224663

SYSTEM: PW\*STARS

PDVSA PETROLEO, S.A.
MANUFACTURA Y MERCADEO
LOADING INSTRUCTIONS

RUN DATE: 25/10/06

RUN TIME: 10:27AM

\_\_\_\_\_\_\_ PUERTO DE CARGA PUNTA CARDON, PORT, VENEZUELA (025114) TEAM ANIARA
OCT-20-2006 HASTA: OCT-22-2006 BUQUE RANGO DE CARGA 164640 SEAPORT AGENCIES, S.A. RUTA AGENTE \_\_\_\_\_\_ VOLUMEN TOTAL A CARGAR POR CALIDADES VOLUME (UOM) VOLUME (QTY) PRODUCTO \_\_\_\_\_\_ GASOIL 0.2 PCT SULPHUR/45 CETANE BARRILES 240,000.00 \_\_\_\_\_\_ TOTAL \*\*\*\*\*\*\*\*\*\*\*\*\* CLIENTE INTRAKAM S.A. DE C.V.

NO. CONTRATO SA130239

CONSIGNADOR PDVSA PETROLEO, S.A.

CONSIGNATARIO WINTEK INTERNATIONAL PTE LTD EXPORTADOR REGISTRO PDVSA PETROLEO, S.A. TIPO DE VENTA FOB ORIGIN \*\*\*\*\*\*\*\*\*\*\*\*\* \_\_\_\_\_\_ PARCELA #1 NO. DESPACHO 410051

NOMBRE DE PRODUCTO GASOIL 0.2 PCT SULPHUR/45 CETANE
VOLUME 240.000.00 RAPPITEC \_\_\_\_\_\_ TOLERANCIA CONTRATO MAS O MENOS 0% SINGAPORE, PORT DESTINO SGS OIL, GAS & CHEMICALS SERVICES VENEZUELA INSPECTOR (13) GASTOS DE INSPECCION SPLIT 50/50 CALIDAD GARANTIZADA UM METODO TIPO MIN N/A D287/1298 REPORT N/A ESPEC. DE CALIDAD  $\mathbf{M}\mathbf{A}\mathbf{X}$ N/A N/A API GRAVITY @60F(15.5C) @60F(15.5C)
ASH CONTENT WT PCT D482 N/A
CARBON RAMSBOTTOM WT PCT D524 N/A
CETANE INDEX N/A D4737/D976 N/A
CLOUD POINT CELSIUS D2500 N/A
COLOR, ASTM N/A D1500 N/A
CORROSION, CU, N/A D130 N/A ASH CONTENT N/A .01 N/A .35 45 N/A N/A 10 N/A 3.0 N/A3HRS@122F(50C) DISTILLATION 50 PCT CELSIUS D86 N/A N/A 290 RECOVERED N/A DISTILLATION 90 PCT CELSIUS D86 N/A360 RECOVERED DISTILLATION FBP CELSIUS D86 REPORT DISTILLATION IBP CELSIUS D86 REPORT FLASH POINT, PM F D93 N/A SULPHUR CONTENT WT PCT D2622D4294 N/A VISCOSITY KINEMATIC CST D445 N/A N/A N/A N/A N/A 140 N/A REPORT REPORT N/A .2 2.0 5.8 @ 40C WATER AND SEDIMENT VOL PCT D2709 N/A N/A .1

INSTRUCCIONES DE DOCUMENTACION PUERTO DE CARGA

DISTRIBUCION DE LOS DOCUMENTOS N/A

COMENTARIOS DEL MOVIMIENTO

COMENTARIOS DE LA DOCUMENTACION

#### INSTRUCCIONES DE DOCUMENTACION

DESTINATARIO :SINGAPORE, PORT

CONSIGNATARIO :WINTEK INTERNATIONAL PTE LTD

DOCUMENTOS	ORIGINALES	COPIAS
CERTIFICADO DE CALIDAD	1	5
CERTIFICADO DE CANTIDAD HIDROCARBURO	1 · .	5
CERTIFICADO DE ORIGEN	· 1	5
CONOCIMIENTO DE EMBARQUE	3	5
HOJA DE TIEMPO	1	5
MANIFIESTO DE CARGA	1	5
RECIBO DE DOCUMENTOS	1	- 5
RECIBO DE MUESTRAS	1	5
REPORTE DE ULLAGE HIDROCARBURO	1	5

#### DISTRIBUCION DE DOCUMENTACION POR DESTINATARIO

PARA: CAPITAN DEL BUQUE

ORIGINALES	COPIAS
.========	=======
0	1
0 .	1
. 0	1 .
. 0	1
0	1
0	1
0	1
0	1
0	1
	0 0 0 0 0 0

#### PARA : CONSIGNEE VIA CAPITAN DEL BUQUE

DOCUMENTOS	ORIGINALES	COPIAS
		=======
MANIFIESTO DE CARGA	0	1
CERTIFICADO DE ORIGEN	0	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	0	1
RECIBO DE DOCUMENTOS	0	1
CERTIFICADO DE CALIDAD	0	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0	1
HOJA DE TIEMPO	0	1
REPORTE DE ULLAGE HIDROCARBURO	0	1 .

PARA: CONSIGNEE VIA COURIER

ATT : TO BE ADVISE

DIR : WINTEK INTERNATIONAL PTE LTD - NO. 94 PANDAN LOOP, PANTECH INDUSTRIAL COMPLEX SINGAPORE 128383

DOCUMENTOS	ORIGINALES	COPIAS
	=======================================	=======
MANIFIESTO DE CARGA	1	1
CERTIFICADO DE ORIGEN	1	1
RECIBO DE MUESTRAS	. 1	1
CONOCIMIENTO DE EMBARQUE	3	1
RECIBO DE DOCUMENTOS	1	1
CERTIFICADO DE CALIDAD	1	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	. 1	1
HOJA DE TIEMPO	1	1
REPORTE DE ULLAGE HIDROCARBURO	1	1

PARA: PDVSA ARCHIVO CARACAS

ATT: SRA NORA GAÑAN
DIR: EDIF. PDVSA - TORRE ESTE. PISO 9. LA CAMPIÑA. CARACAS
TLF: +58-212-708-7012
EMAIL: GANANN@PDVSA.COM

DOCUMENTOS	ORIGINALES	COPIAS
	=======================================	========
MANIFIESTO DE CARGA	0	1
CERTIFICADO DE ORIGEN	0	. 1
RECIBO DE MUESTRAS	0 ,	1
CONOCIMIENTO DE EMBARQUE	0	1
RECIBO DE DOCUMENTOS	. 0	1
CERTIFICADO DE CALIDAD	0	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0 `	1
HOJA DE TIEMPO	. 0	1
REPORTE DE ULLAGE HIDROCARBURO	0	1

PARA: CONTABILIDAD DE PETROLEOS

EATT : SR MIGUEL BOLIVAR

DIR : EDIF. PDVSA - TORRE ESTE. PISO 1. LA CAMPIÑA. CARACAS

TLF : +58-212-7083607 EMAIL: BOLIVARMJ@PDVSA.COM

DOCUMENTOS	ORIGINALES	COPIAS
=======================================		=======
MANIFIESTO DE CARGA	0	1
CERTIFICADO DE ORIGEN	0	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	0	1
RECIBO DE DOCUMENTOS	0	1
CERTIFICADO DE CALIDAD	0	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0 .	1
HOJA DE TIEMPO	0	1
REPORTE DE ULLAGE HIDROCARBURO	0	1

FIN DE TEXTO

# English Translation

## **EXHIBIT 16**

To:

Cc: Cco:

Subject: Fw: REV#1: IMPORTANT INSTRUCTION!! B/T TEAM ANIRA – GASOIL 0.2%S SHIPMENT FOR INTRAKAM SA WINDOW 20-22 OCT-2006 – CARDON

Good morning gentlemen,

Since the ship has finalized operations in the terminal and to date no payment confirmation has been received, the terminal is authorized to proceed to anchor [fondear] the ship in the awaiting for instructions. No type of documentation may be delivered until confirmation from CyS is received.

Regards,

Erwin Burger Clean Product Operations

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/27/2006 10:59 a.m.---

To:

Cc:

Subject: REV#1: IMPORTANT INSTRUCTION!! B/T TEAM ANIRA – GASOIL 0.2%S SHIPMENT FOR INTRAKAM SA WINDOW 20-22 OCT-2006 – CARDON

Good morning gentlemen,

Below please find the first revision of the nomination of the B/T TEAN ANIARA, which is nominated to lift 240,000 \*/+ 10% barrels of 0.45S Gasoil at the option of PDVSA for our client INTRAKAM with window 20-22/10, 2006.

In accordance with the (attached) message sent by Ms. Yamary González, the volume to be loaded is confirmed to be 264,000 bbls (240,000 + 10%). Due to the particular characteristics of this shipment, taking note of the following important observations is appreciated:

- 1.- Once the loading operation and the quantity inspection are terminated, the ship will proceed to the anchoring [fondeo] area awaiting for the confirmation of Commerce and Supply (Caracas) giving the approval after the confirmation of our International Finances Management on the payment of the product.
- 2.- All the waiting time for this confirmation shall be on the Client's account.

- 3.- NO DOCUMENT SHALL BE DELIVERED OR FORWARDED TO THE CLIENT UNTIL IT IS AUTHORIZED BY THIS SAME CHANNEL. (including the volumetric results and qualities).
- 4.- It is recommended to notify the port authorities for such ship's custody and to deny the sailing permit until confirmation by PDVSA is obtained.

ATTN: SEAPO	ORT SERVICES. Properly i	nform its principals of	of the actions taken b	y PDVSA.
*****	*******	*****	******	*****
****	****			

This revision refers to the quantity of product to be loaded, which is referred below:

SYSTEM: PW*STARS	PDVSA PETROLEO, S.A.  MANUFACTURA Y MERCADEO  LOADING INSTRUCTIONS
RUN DATE: 27/10/06	RUN TIME: 08:29AN
PORT OF LOADING	PUNTA CARDON, PORT, VENEZUELA (025114)
SHIP	TEAM ANIARA
LOADING RANGE	OCT-20-2006 UNTIL: OCT-22-2006
ROUTE	164640
AGENT	SEAPORT AGENCIES, S.A.
TOTA	L VOLUME TO LOAD BY QUALITIES
PRODUCT	VOLUME (UOM) VOLUME (QTY)
GASOIL 0.2 PCT SULPHUR/4 (42515)	45 CETANE BARRELS 264,000.00
TOTAL	264,000.00

CLIENT	INTRAKAM S.A. DE C.V.
CONTRACT NO.	SA130239
CONSIGNOR	PDVSA PETROLEO, S.A.
CONSIGNEE	WINTEK INTERNATIONAL PTE LTD.
REGISTER EXPORTER	PDVSA PETROLEO, S.A.
TYPE OF SALE	FOB ORIGIN

PARCEL #1

NO. DISPATCH

410051

NAME OF PRODUCT

GASOIL 0.2 PCT SULPHUR/45 CETANE

VOLUME

264,000.00 BARRILES

CONTRACT TOLERANCE

PLUS OR MINUS 0%

**DESTINATION** 

SINGAPORE, PORT

**INSPECTOR** 

SGS OIL, GAS & CHEMICALS SERVICES VENEZUELA

(13)

**INSPECTION COSTS** 

**SPLIT 50/50** 

In case of any doubt, please contact us.

Regards,

Erwin Burger Clean Product Operations

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/27/2006 08:26 a.m.---

Good evening gentlemen,

Following the instructions of the Commerce and Operations Management we instruct the Punta Cardon terminal to leave the B/T TEAM ANIARA anchored awaiting for the confirmation of the payment of the shipment and an additional 10% over the nominated 240,000 barrels, for a total of 264,000 barrels.

The B/T TEAM ANIARA has an estimate to terminate its original load (240,000 barrels) at 22:00 hours of today, October 26. Therefore "ALL" the delays generated in expectation of the additional 10%, as well as the payment confirmation shall be on the account of our client INTRAKAM.

Tomorrow morning Mr. Erwin Burger will be sending the corrected nomination with these changes.

Regards, Yamary González

---Forwarded by YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA dated 10/26/2006 08:52 p.m.---

Good morning gentlemen,

Below please find the nomination of the B/T TEAM ANIARA, which is nominated to take 240,000 barrels of GASOIL 0.2%S directed to SINGAPORE, SINGAPORE in Charge window Oct 20-22. 2006 – CARDON

# Please take into account the following important observations:

- 1.- The mooring and loading of the ship is authorized in accordance with the annexed nomination.
- 2.- The ship shall remain anchored [fondeado] until the confirmation of International Finances about the payment of the product.
- 3.- All the waiting time of this confirmation shall be on the Client's account.
- 4.- NO TYPE OF DOCUMENT MAY BE DELIVERED OR FORWARDED TO THE CLIENT UNTIL IT IS AUTHORIZED BY THIS SAME WAY, with exception of the analysis of the ground tanks issued by the inspector.
- 5.- The details of the consignee shall be completed as soon as possible in the REV#1 of this nomination.

# **Instructions to take samples:**

The inspection company SGS is completely authorized to:

AA) take and retrieve from the refinery's installations samples of the final composition on board and land tanks for its analysis.

# **Agents: SEAPORT AGENCIES, S.A.**

Must inform to the Cardon terminal the ETA's at 72 hours, 48 hours and 24 hours. Must send copies of "all" the documents immediately after the departure to the following people:

César Chávez INTRAKAM, S.A. de C.V.

### \* \*SGS

Must immediately inform the operator on duty +58-412-6204211 or the operator Erwin Burger +58-212-7083119 or cell phone +58-412-2224663 if:

- The difference land/ship exceeds 0.3% (with experience factor) or 0.50% (without experience factor)
- If the product does not comply any of the qualities indicated in this nomination.

In case of any doubt or should you require more information, don't hesitate to contact me.

Regards,

Erwin Burger

Clean Product Operations

SYSTEM: PW*STARS	PDVSA PETROLEO, S.A. MANUFACTURA Y MERCADEO		
	LOADING INSTRUCTIONS		
RUN DATE: 25/10/06	RUN TIME: 10:27/M		
LOADING PORT	PUNTA CARDON, PORT, VENEZUELA (025114)		
SHIP	TEAM ANIARA		
RANGE OF LOADING	OCT-20-2006 UNTIL: OCT-22-2006		
ROUTE	164640		
AGENT	SEAPORT AGENCIES, S.A.		
TOTAL	VOLUME TO LOAD BY QUALITIES		
PRODUCT	VOLUME (UOM) VOLUME (QTY)		
GASOIL 0.2 PCT SULPHUR/4:	5 BARRELS 240,000.00		
CETANE (42515)			
TOTAL	240,000.00		

**CLIENT** 

INTRAKAM S.A. DE C.V.

NO. CONTRACT

SA130239

CONSIGNOR

PDVSA PETROLEO, S.A.

CONSIGNEE

WINTEK INTERNATIONAL PTE LTD

REGISTER EXPORTER

PDVSA PETROLEO, S.A.

TYPE OF SALE

FOB ORIGIN

PARCEL #1			
NO. DISPATCH	410051		
NAME OF PRODUCT	GASOIL 0.2 PCT SULPHUR/45 CETANE		
VOLUME	240,000.00 BARRELS		
CONTRACT TOLERANCE	PLUS OR MINUS 0%		
DESTINATION	SINGAPORE, PORT		
INSPECTOR	SGS OIL, GAS & CHEMICALS SERVICES VENEZUELA		
	(13)		
INSPECTION COSTS	SPĹIT 50/50		

GUARANTEED QUALITY QUALITY SPECS. API GRAVITY @60F(15.5C)	UM . N/A	METHOD D287/1298	TYPE REPORT	MIN N/A	MAX N/A
ASH CONTENT	WT PCT	D482	N/A	N/A	.01
CARBON RAMSBOTTOM	WT PCT	D524	N/A	N/A	.35
CETANE INDEX	N/A	D4737/D976	N/A	45	N/A
CLOUD POINT	<b>CELSIUS</b>	D2500	N/A	N/A	10
COLOR, ASTM	N/A	D1500	N/A	N/A	3.0
CORROSION, CU,	N/A	D130	N/A	N/A	2
3HRS@122F(50C)	· · · · · · · · · · · · · · · · · · ·	• •			,
DISTILLATION 50 PCT	CELSIUS	D86	N/A	N/A	290
RECOVERED			•		
DISTILLATION 90 PCT	CELSIUS	D86	N/A	N/A	360
RECOVERED	,				
DISTILLATION FBP	CELSIUS	D86	REPORT	N/A	N/A
DISTILLATION IBP	CELSIUS	D86	REPORT	N/A	N/A
FLASH POINT, PM	F	D93	N/A	140	N/A
SULPHUR CONTENT	WT PCT	D2622D4294	4N/A	N/A	.2
VISCOSITY KINEMATIC	CST	D445	N/A	2.0	5.8
@ 40C		• .	•		
WATER AND SEDIMENT	VOL PCT	D2709	N/A	N/A	.1

**DOCUMENTATION INSTRUCTIONS** PORT OF LOADING

DOCUMENT DISTRIBUTION N/A

MOVEMENT COMMENTS N/A

**DOCUMENTATION COMMENTS** 

# **DOCUMENTATION INSTRUCTIONS**

CONSIGNEE	: WINTEK INTERNATIONAL PTE LTD				
DOCUMENTS		•	ORIGINALS	COPIES	
QUALITY CERTIFIC	ATE		1	5	_
HYDROCARBON QUANTITY CERTIFICATE			1	5	

ORIGIN CERTIFICATE	<b>1</b>	5
BILL OF LADING	3	5
TIME SHEET	1	5
SHIP'S MANIFEST	1	5
RECEIPT OF DOCUMENTS	1	5
RECEIPT OF SAMPLES	1	5
HYDROCARBON ULLAGE REPORT	• 1	5

# DOCUMENTATION DISTRIBUTION BY ADDRESSEE

TO	•	SHIP	<b>CAPTAIN</b>
T C		OIII	

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	0	1
ORIGIN CERTIFICATE	0	. 1
RECEIPT OF SAMPLES	0	1 .
SHIP'S MANIFEST	0	. 1
RECEIPT OF DOCUMENTS	0	1
QUALITY CERTIFICATE	0	1
HYDROCARBON QUANTITY CERTIFICATE	0	1
TIME SHEET	0	1
HYDROCARBON ULLAGE REPORT	. 0	1

TO : CONSIGNEE VIA SHIP CAPTAIN

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	0	1
ORIGIN CERTIFICATE	0	1
RECEIPT OF SAMPLES	. 0	1
SHIP'S MANIFEST	0	1
RECEIPT OF DOCUMENTS	0	1
QUALITY CERTIFICATE	0	1
HYDROCARBON QUANTITY CERTIFICATE	0	1
TIME SHEET	0	1
HYDROCARBON ULLAGE REPORT	0	1

TO: CONSIGNEE VIA COURIER

ATT : TO BE ADVISE

DIR : WINTEK INTERNATIONAL PTE LTD - NO. 94 PANDAN LOOP, PANTECH

INDUSTRIAL COMPLEX SINGAPORE 128383

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	1	1

ORIGIN CERTIFICATE	·	1	1
RECEIPT OF SAMPLES		1	1
SHIP'S MANIFEST		3	1
RECEIPT OF DOCUMENTS		1	1
QUALITY CERTIFICATE		1	1
HYDROCARBON QUANTITY CERTIFICATE		1	. 1
TIME SHEET		1	1
HYDROCARBON ULLAGE REPORT		1	. 1

TO : PDVSA FILE CARACAS ATT : SRA NORA GAÑAN

DIR : EDIF. PDVSA - TORRE ESTE. PISO 9. LA CAMPIÑA. CARACAS

TLF : +58-212-708-7012

EMAIL: GANANN@PDVSA.COM

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	0	1
ORIGIN CERTIFICATE	0	1
RECEIPT OF SAMPLES	0	1
SHIP'S MANIFEST	, 0	1 .
RECEIPT OF DOCUMENTS	0	1
OUALITY CERTIFICATE	0	1
HYDROCARBON QUANTITY CERTIFICATE	0	1
TIME SHEET	. 0	1
HYDROCARBON ULLAGE REPORT	0	1

TO: PETROLEUM ACCOUNTING

ATT : SR MIGUEL BOLIVAR

DIR : EDIF. PDVSA - TORRE ESTE. PISO 1. LA CAMPIÑA. CARACAS

TLF : +58-212-7083607

EMAIL: BOLIVARMJ@PDVSA.COM

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	0	1
ORIGIN CERTIFICATE	0	1 ,
RECEIPT OF SAMPLES	0	1
SHIP'S MANIFEST	. 0	1
RECEIPT OF DOCUMENTS	0	1
QUALITY CERTIFICATE	0	1
HYDROCARBON QUANTITY CERTIFICATE	0	1
TIME SHEET	0	1
HYDROCARBON ULLAGE REPORT	0	1

Case 2:06-cv-15522-VM Document 19-18 Filed 02/02/2007 Page 20 of 20

END OF TEXT

# EXHIBIT 17

**ERWIN** BURGER/BURGERE/PDV/PD **VSA** 

27/10/2006 09:20 a.m.

CESARCHAVEZ@INTRAKAM.COM.MX

JOSE SEBA/SEBAJ/PDV/PDVSA@PDV, OSCAR CC LABRADOR/LABRADOROL/PDV/PDVSA@PDV, MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA@PDV,

ERWIN BURGER/BURGERE/PDV/PDVSA

Status of MT " TEAM ANIARA " / To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Asunto

Cardon, Venezuela

Atn: Ing. César Chávez

#### **Buenos días**

La presente tiene por finalidad solicitar por vía escrita su confirmarción en la necesidad de incrementar el volumen de 240,000 bls +10% a ser embarcado en el buque TEAM ANIARA. Esta confirmación es requerida con carácter de URGENCIA a fin de proceder acordemente en nuestros procesos internos para el otorgamiento del producto, elaboración de documentos y liberación del buque. Todo tiempo extra que pudiese generarse por este motivo sera por cuenta de INTRAKAM.

Por otra parte, seguimos a la espera de su confirmación de pago (swift number) a nuestra Gerencia de Finanzas internacionales. Es muy importante recordar que todo el tiempo de espera por este concepto en su totalidad es por cuenta de INTRAKAM S.A.; por tal razón, orientados a minimizar cualquier retraso o costo adicional para ustedes, les sugerimos presentar la confirmación de pago a la brevedad posible.

Al leer esta nota, mucho le agradecería establecer contacto con mi persona.

Saludos

Erwin Burger Clean Product Operations **PDVSA** 

Pho: +58 212 7083119 Mob: +58 412 2224663

- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 27/10/2006 09:04 a.m. ---

BURGER/BURGERE/PDV/P DVSA

26/10/2006 08:27 a.m.

Para CESARCHAVEZ@INTRAKAM.COM.MX

JOSE SEBA/SEBAJ/PDV/PDVSA@PDV, OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV, MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA@PDV,

cc YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV Rm: Status of MT " TEAM ANIARA " / To Load 240,000 Bbls

of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Atn: Ing, César Chávez,

Con los buenos días,

Anexo encontrará el reporte de calidades por parte de SGS, el cual le fue transmitido el día de ayer por la noche. Esperamos que esta información se complete la información requerida para proceder al pago del producto.

En caso de duda o requerir información adicional por favor contacteme,

#### Saludos

Erwin Burger Clean Product Operations PDVSA Pho: +58 212 7083119

Mob: +58 412 2224663

----- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 26/10/2006 08:21 a.m. -----



"Marquez, Carlos (Punto Fijo)" <Carlos.Marquez@sgs.com> 25/10/2006 10:50 p.m.

Para

BURGERE@PDVSA.COM,
CESARCHAVEZ@INTRAKAM.COM.MX
"Rojas, Wilton (Caracas)" <Wilton.Rojas@sgs.com>, "Prieto,
Harold (Caracas)" <Harold.Prieto@sgs.com>, "Otamendi,
Maria (Caracas)" <Maria.Otamendi@sgs.com>, "Garcia,
Mariluisa (Punto Fijo)" <Mariluisa.Garcia@sgs.com>, "PTF,
veoperaciones (Punto Fijo)"
<veoperaciones.PTF@sgs.com>, "Guarecuco, Jose (Punto
Fijo)" <Jose.Guarecuco@sgs.com>
Status of MT " TEAM ANIARA " / To Load 240,000 Bbls of
Asunto
GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon,
Venezuela / SGS Ref.: OGC-PF-251606-06

### Good Evening.

Please, find attached shore tanks E2-01 and E2-02 Quality Report of above mentioned vessel.

As per Loading Master information, the Terminal will be requesting pilot for your good vessel TEAM ANIARA about, October 25/2030 hrs, therefore, the estimate time to Commenced Load will be 26/0100 hrs lt.

We will revert with current times and key meeting report soonest.

Best Regards,

# **Carlos Marquez**

SGS Oil, Gas and Chemical Services
Phone office: 58 69 245 01 02 / 245 45 12

Mobile: 58 14 6338276

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All SGS services are rendered in accordance with the applicable SGS conditions of service available on request and accessible at http://www.sgs.com/terms\_and\_conditions.htm



MT TEAM ANIRA QUALITY REPORT.pdf

# **English Translation**

## EXHIBIT 17

To:

Cc:

Cco:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela

Attn: Ing. César Chávez

# Good morning

The object of this e-mail is to request in writing your confirmation in the necessity to increase the volume of 240,000 bls +10% to be loaded in the TEAM ANIARA ship. This confirmation is required as URGENT in order to proceed in accordance with it in our internal processes for the delivery of the product, elaboration of the documentation and release of the ship. Any extra time that could be generated due to this reason will be on INTRAKAM's account.

On the other hand, we still await for your payment confirmation (swift number) to our International Finances Management. It is very important to remind that any waiting time die to this reason is in its entirety on INTRAKAM's account.; therefore, in order to minimize any delay or cost to you, we suggest you to produce the payment confirmation at the soonest.

Once you've read these note, I would greatly appreciate if you could get in touch with me.

Regards,

Erwin Burger Clean Products Operations

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/27/2006 09:04 a.m.---

To:

Cc:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF 251606-06

Attn: Ing, César Chávez

# Good morning,

Attached you will find the qualities report by SGS, which was transmitted yesterday night. We hope that this information completes the information required to proceed to the payment of the product.

In case of any doubt or if you require additional information please contact me,

Regards,

Erwin Burger Clean Products Operations

[remainder of text in English]

EXHIBIT 18



Fax:: 212-7083570

MARIA MAYELA LOZADA/LOZADAMM/PDV/P

27/10/2006 11:08 a.m.

cesarchavez@intrakam.com.mx Para

> MARIA SILVA/SILVAMGJ/PDV/PDVSA@PDV, ERWIN BURGER/BURGERE/PDV/PDVSA@PDV. MARIA MONTANA/MONTANAMI/PDV/PDVSA@PDV, HUMBERTO FERRIN/FERRINH/PDV/PDVSA@PDV

CCO

VESSEL "TEAM ANIARA" / To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Asunto Cardon, Venezuela

Buenos días Sr Chavez: le informamos que en virtud de que le fue autorizada la carga del volumen adicional de Gasoil (hasta un máximo de 264.000 bbls) a bordo del buque TEAM ANIARA, se le estará enviando hoy mismo una Factura proforma para que cancele el monto adicional que se generó por el incremento del volumen a cargar.

De igual forma estamos aun a la espera de la confirmación de prepago.

Saludos, Mavela Lozada Administrador de Contratos de Productos Comercio y Suministro Telf: 212-7083148

Remitido por MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA con fecha 10/27/2006 11:01 AM ----

DELASCIO/DELASCIOV/MM/ **PDVSA** 

10/27/2006 10:56 AM

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx> Para JESUS ANZOLA <anzolajs@pdvsa.com>, ERWIN BURGER <burgere@pdvsa.com>, VICTOR DELASCIO <delasciov@pdvsa.com>, YAMARY GONZALEZ <gonzalezyd@pdvsa.com>, OSCAR LABRADOR <a href="mailto:slabradorol@pdvsa.com">slabradorol@pdvsa.com</a>, MARIA MAYELA LOZADA cc <lozadamm@pdvsa.com>, FRANCISCO QUEVEDO <quevedofk@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, GILMER GONZALEZ/GONZALEZGGX/PDV/PDVSA@PDV, RAMON ARIAS/ARIASRY/PDV/PDVSA@PDV, ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV Re: Status of MT " TEAM ANIARA " / To Load 240,000

+/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela

Buenos días.

Se autoriza la carga adicional hasta el 10% sobre la nominación original, como está establecido en el contrato.

Erwin, favor hacer seguimiento e informar. Gracias.

Saludos cordiales,

# **English Translation**

## **EXHIBIT 18**

To:

Cc:

Cco:

Subject: VESSEL "TEAM ANIARA" / To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon Venezuela

Good morning Mr. Chávez: we inform you that since the loading of the extra volume of Gasoil was authorized (up to a maximum of 264,000 bbls) on board the ship TEAM ANIARA, we shall be sending you today a proforma invoice to cancel the additional amount that was generated by the increase in the volume to load.

In any case we are still awaiting the prepayment confirmation.

Regards, Mayela Lozada Product Contracts Manager

---Forwarded by MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA dated 10/27/2006 11.01 AM---

To:

Cc:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela

Good morning,

The loading of up to 10% over the original nomination, as provided in the contract, is authorized.

Erwin, please follow up and inform. Thanks.

Kind regards,

Case 2:06-cv-15522-VM Document 19-21 Filed 02/02/2007 Page 1 of 11

EXHIBIT 19



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx>

27/10/2006 11:36 a.m.

Para ·MARIA MAYELA LOZADA <lozadamm@pdvsa.com>
·MARIA SILVA <silvamgj@pdvsa.com>, ·ERWIN BURGER <br/>
<br/>
cc · worden with a com of the component of the comp

CCO

Re: VESSEL "TEAM ANIARA " / To Load 240,000 +/-10%
Asunto Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at
Punta Cardon, Venezuela

on [DATE], [NAME] at [ADDRESS] wrote:

```
> Buenos días Sr Chavez: le informamos que en virtud de que le fue autorizada
 la carga del volumen adicional de Gasoil (hasta un máximo de 264.000 bbls)
  a bordo del buque TEAM ANIARA, se le estará enviando hoy mismo una Factura
  proforma para que cancele el monto adicional que se generó por el
  incremento del volumen a cargar.
> De iqual forma estamos aun a la espera de la confirmación de prepago.
> Saludos,
> Mayela Lozada
 Administrador de Contratos de Productos
> Comercio y Suministro
> Telf: 212-7083148
> Fax:: 212-7083570
> ---- Remitido por MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA con fecha
  10/27/2006 11:01 AM -----
             VICTOR
             DELASCIO/DELASCIO
             V/MM/PDVSA
                                                                        Para
                                        "Ing. Cesar Chavez"
             10/27/2006 10:56
                                        <cesarchavez@intrakam.com.mx>
             MA
                                        JESUS ANZOLA <anzolajs@pdvsa.com>,
                                        ERWIN BURGER <burgere@pdvsa.com>,
                                        VICTOR DELASCIO
                                        <delasciov@pdvsa.com>, YAMARY
                                        GONZALEZ <gonzalezyd@pdvsa.com>,
                                        OSCAR LABRADOR
                                        <labradorol@pdvsa.com>, MARIA
                                        MAYELA LOZADA <lozadamm@pdvsa.com>,
                                        FRANCISCO QUEVEDO
                                        <quevedofk@pdvsa.com>, JOSE SEBA
                                        <sebaj@pdvsa.com>, GILMER
                                        GONZALEZ/GONZALEZGGX/PDV/PDVSA@PDV,
                                        RAMON ARIAS/ARIASRY/PDV/PDVSA@PDV,
                                        ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV
                                        Re: Status of MT " TEAM ANIARA " /
                                        To Load 240,000 \pm -10\% Bbls of
                                        GASOIL 0.2 PCT SULPHUR/45 CETANE at
                                        Punta Cardon, Venezuela (Document
                                        link: MARIA MAYELA LOZADA)
```

```
> Buenos días.
> Se autoriza la carga adicional hasta el 10% sobre la nominación original,
> como está establecido en el contrato.
> Erwin, favor hacer seguimiento e informar. Gracias.
> Saludos cordiales,
> Victor Delascio
> Gte. Operaciones Productos.
> Ext. 23172
> Cel. 0412-620-4206.
> "Ing. Cesar Chavez"
> <cesarchavez@intrakam.com.mx>
                                                                       Para
                                           ERWIN BURGER
                                            <burgere@pdvsa.com>
> 27/10/2006 10:03 a.m.
                                           JOSE SEBA <sebaj@pdvsa.com>,
                                           OSCAR LABRADOR
                                           <labradorol@pdvsa.com>, MARIA
                                           MAYELA LOZADA
                                           <lozadamm@pdvsa.com>, YAMARY
                                           GONZALEZ
                                           <gonzalezyd@pdvsa.com>, JESUS
                                           ANZOLA <anzolajs@pdvsa.com>,
                                           FRANCISCO QUEVEDO
                                            <quevedofk@pdvsa.com>, VICTOR
                                           DELASCIO <delasciov@pdvsa.com>
                                           Re: Status of MT " TEAM ANIARA
                                            " / To Load 240,000 +/-10% Bbls
                                                     GASOIL 0.2 PCT
                                           SULPHUR/45 CETANE at Punta
                                           Cardon, Venezuela
> on [DATE], [NAME] at [ADDRESS] wrote:
```

```
> Atn: Ing. César Chávez
> Buenos días
> La presente tiene por finalidad solicitar por vía escrita su confirmarción
> en la necesidad de incrementar el volumen de 240,000 bls +10% a ser
> embarcado en el buque TEAM ANIARA. Esta confirmación es requerida con
> carácter de URGENCIA a fin de proceder acordemente en nuestros procesos
> internos para el otorgamiento del producto, elaboración de documentos y
> liberación del buque. Todo tiempo extra que pudiese generarse por este
> motivo sera por cuenta de INTRAKAM.
> Por otra parte, seguimos a la espera de su confirmación de pago (swift
> number) a nuestra Gerencia de Finanzas internacionales. Es muy importante
> recordar que todo el tiempo de espera por este concepto en su totalidad es
> por cuenta de INTRAKAM S.A.; por tal razón, orientados a minimizar
> cualquier retraso o costo adicional para ustedes, les sugerimos presentar
> la confirmación de pago a la brevedad posible.
> Al leer esta nota, mucho le agradecería establecer contacto con mi persona.
> Saludos
> Erwin Burger
> Clean Product Operations
> PDVSA
> Pho: +58 212 7083119
> Mob: +58 412 2224663
> ---- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 27/10/2006
> 09:04 a.m. ----
> ERWIN BURGER/BURGERE/PDV/PDVSA 26/10/2006 08:27 a.m.
                                                                       Para
> CESARCHAVEZ@INTRAKAM.COM.MX
                                                                         CC
> JOSE SEBA/SEBAJ/PDV/PDVSA@PDV, OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV.
> MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA@PDV, YAMARY
> GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV.
> FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, VICTOR
> DELASCIO/DELASCIOV/MM/PDVSA@PDV
> Rm: Status of MT " TEAM ANIARA " / To Load 240,000 Bbls of GASOIL 0.2 PCT
> SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06
> Atn: Ing, César Chávez,
> Con los buenos días,
```

```
> Anexo encontrará el reporte de calidades por parte de SGS, el cual le fue
> transmitido el día de ayer por la noche. Esperamos que esta información se
> complete la información requerida para proceder al pago del producto.
> En caso de duda o requerir información adicional por favor contacteme,
 Saludos
> Erwin Burger
> Clean Product Operations
> PDVSA
> Pho: +58 212 7083119
> Mob: +58 412 2224663
> ---- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 26/10/2006
  08:21 a.m. ----
 "Marquez, Carlos (Punto Fijo)" <Carlos.Marquez@sgs.com> 25/10/2006 10:50
                                                                          Para
> BURGERE@PDVSA.COM, CESARCHAVEZ@INTRAKAM.COM.MX
                                                                             CC
> "Rojas, Wilton (Caracas)" < Wilton.Rojas@sgs.com>, "Prieto, Harold
  (Caracas)" <Harold.Prieto@sgs.com>, "Otamendi, Maria (Caracas)"
> <Maria.Otamendi@sgs.com>, "Garcia, Mariluisa (Punto Fijo)"
> <Mariluisa.Garcia@sgs.com>, "PTF, veoperaciones (Punto Fijo)" > <veoperaciones.PTF@sgs.com>, "Guarecuco, Jose (Punto Fijo)"
> <Jose.Guarecuco@sgs.com>
                                                                        Asunto
> Status of MT " TEAM ANIARA " / To Load 240,000 Bbls of GASOIL 0.2 PCT
> SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06
> Good Evening.
> Please, find attached shore tanks E2-01 and E2-02 Quality Report of above
> mentioned vessel.
> As per Loading Master information, the Terminal will be requesting pilot
> for your good vessel TEAM ANIARA about, October 25/2030 hrs, therefore, the
> estimate time to Commenced Load will be 26/0100 hrs lt.
> We will revert with current times and key meeting report soonest.
> Best Regards,
> Carlos Marquez
```

```
> SGS Oil, Gas and Chemical Services
> Phone office: 58 69 245 01 02 / 245 45 12
> Mobile: 58 14 6338276
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> http://www.sgs.com/terms_and_conditions.htm
                                                 *****
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> notifique al remitente o a webmaster@pdvsa.com.
> Estimados Señores,
> Debido una demanda mayor de nuestros requerimientos, por esta vía les
> solicitamos un mayor volumen de carga 240,000 bls + 10% a ser embarcado
> en el buque TEAM ANIARA.
> Asimismo les comento que estamos cerrando la operacion de pago (swift
> number), en cuanto este realizada les notificaré por esta misma vía.
> En espera de ser atendida mi solicitud quedo atento a sus comentarios.
 César Chávez
 INTRAKAM SA de CV
                   PDVSA'S INTERNET E-MAIL USE ***********
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```

> negocios. Solo esta permitida su copia, distribucion o uso a personas > autorizadas. Si recibio esta nota por error, por favor destruyala y

> notifique al remitente o a webmaster@pdvsa.com.

Buenos Días Mayela,

Muy bien, gracias por notificarme.

El pago esta en proceso, más tarde le notifico la transferencia.

Saludos

César Chávez INTRAKAM SA de CV

# **English Translation**

# **EXHIBIT 19**

To:

Cc: Cco:

Subject: VESSEL "TEAM ANIARA" / To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon Venezuela

on [DATE], [NAME] at [ADDRESS] wrote:

Good morning Mr. Chávez: we inform you that since the loading of the extra volume of Gasoil was authorized (up to a maximum of 264,000 bbls) on board the ship TEAM ANIARA, we shall be sending you today a proforma invoice to cancel the additional amount that was generated by the increase in the volume to load.

In any case we are still awaiting the prepayment confirmation.

Regards, Mayela Lozada Product Contracts Manager

---Forwarded by MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA dated 10/27/2006 11.01 AM---

To:

Cc:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela

Good morning,

The loading of up to 10% over the original nomination, as provided in the contract, is authorized.

Erwin, please follow up and inform. Thanks.

Kind regards,

To: Erwin Burger

Cc:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela

on [DATE], [NAME] at [ADDRESS] wrote:

Attn: Ing. César Chávez

# Good morning

The object of this e-mail is to request in writing your confirmation in the necessity to increase the volume of 240,000 bls +10% to be loaded in the TEAM ANIARA ship. This confirmation is required as URGENT in order to proceed in accordance with it in our internal processes for the delivery of the product, elaboration of the documentation and release of the ship. Any extra time that could be generated due to this reason will be on INTRAKAM's account.

On the other hand, we still await for your payment confirmation (swift number) to our International Finances Management. It is very important to remind that any waiting time die to this reason is in its entirety on INTRAKAM's account.; therefore, in order to minimize any delay or cost to you, we suggest you to produce the payment confirmation at the soonest.

Once you've read these note, I would greatly appreciate if you could get in touch with me.

Regards,

Erwin Burger **Clean Products Operations** 

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/27/2006 08:27 a.m.---

To:

Cc:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF 251606-06

Attn: Ing, César Chávez

Good morning,

Attached you will find the qualities report by SGS, which was transmitted yesterday night. We hope that this information completes the information required to proceed to the payment of the product.

In case of any doubt or if you require additional information please contact me,

Regards,

Erwin Burger **Clean Products Operations**  [After an e-mail in English and a PDVSA e-mail disclaimer:]

Dear Sirs.,

Due to a greater demand of our requirements, we hereby request a greater load volume 240,000 bls  $\pm 10\%$  to be loaded in the TEAM ANIARA ship.

I also inform you that we are closing the payment operation (swift number), as long as it will be done I will give you notice by this same means.

Awaiting for my request to be attended I am available for any of your comments.

César Chávez INTRAKAM, S.A. de C.V.

[After a PDVSA e-mail disclaimer:]

Good morning Mayela,

Very well, thank you telling me.

The payment is in process, I will give you notice of the transfer later.

Regards

César Chávez INTRAKAM, S.A. de C.V.

### LaserJet 3030

FAX MARIA MONTANA 582127084789 Oct-30-2006 09:45



### Informe llamadas fax

Trab. Fecha Hora

Tipo

Identificación Duración

Páginas Resultado

10/30/2006

09:44:57

Enviar

0200528444390789

0:54

1

Correcto

PROFORMA INVOICE

TO: INTRAKAM S.A. DE C.V.
ATTN: ADRIAN TREVINO
CALLE VALLE DE SALTILLO N° 486,
FRACC. INDUSTRIAL VALLE DE SAL -, TILLO, COAHUILA, MEXICO CP 25240
COAHUILA, MEXICO

INVOICE NO:

381700-0

FAX: 0052(844)439 0789

DUR CONTRACT NO: \$A130239

PAGE NO: PAYMENT INSTRUCTIONS:
PLEASE REFERENCE INVOICE
PLEASE REFERENCE INVOICE
PARKAY CHARLES
PARKAYENUE
NEW YORK
NEW

NO. RIF.

J-001230728

MAYELA LOZADA 0212 7083148

DUE DATE: 10-20-05
PAYMENT TYPE: WIRE
PAYMENT TERMS: PREPAY MAE

MOVEMENT: DÉLIVERY OF GASCIL 0.2 PCT SULPHUR45 CETANE ON 10/22/2008 FOB ORIGIN ORIGI LOCATION: PUNTA CARDON, PORT, VENEZUELA (DF) DEST LOCATION: SINSAPORE PORT EXPORTER OF RECORD: POVSA PETROLEO, S.A. SHIPPING: BY VESSEL (TEAM ANIARA) CURRENCY USED: US DOLLAR

0-1 GASOIL 0.2 PCT SULPHUR/45 CETANE

LINE DESCRIPTION

QTY UOM NIG

RATE

AMOUNT

17,201,368.80

17,201,388.60

INVOICE TOTAL

17,201,368.80

INVOICE COMMENTS:



>

"Ing. Cesar Chavez "
<cesarchavez@intrakam .com.
mx>

27/10/2006 01:24 p.m.

Para MARIA MAYELA LOZADA <lozadamm@pdvsa.com>
MARIA SILVA <silvamgj@pdvsa.com>, ERWIN BURGER
cc <br/>
cburgere@pdvsa.com>, MARIA MONTANA
<montanami@pdvsa.com>, HUMBERTO FERRIN

cco

Re: VESSEL " TEAM ANIARA " / To Load 240,000 +/-10%
Asunto Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at
Punta Cardon, Venezuela

link: MARIA MAYELA LOZADA)

on [DATE], [NAME] at [ADDRESS] wrote:

```
> Buenos días Sr Chavez: le informamos que en virtud de que le fue autorizada
> la carga del volumen adicional de Gasoil (hasta un máximo de 264.000 bbls)
> a bordo del buque TEAM ANIARA, se le estará enviando hoy mismo una Factura
> proforma para que cancele el monto adicional que se generó por el
> incremento del volumen a cargar.
> De igual forma estamos aun a la espera de la confirmación de prepago.
> Saludos,
> Mayela Lozada
> Administrador de Contratos de Productos
> Comercio y Suministro
> Telf: 212-7083148
 Fax:: 212-7083570
 ---- Remitido por MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA con fecha
 10/27/2006 11:01 AM -----
             VICTOR
             DELASCIO/DELASCIO
                                                                       Para
             V/MM/PDVSA
                                        "Ing. Cesar Chavez"
                                        <cesarchavez@intrakam.com.mx>
             10/27/2006 10:56
             AM
                                        JESUS ANZOLA <anzolajs@pdvsa.com>,
                                        ERWIN BURGER <burgere@pdvsa.com>,
                                        VICTOR DELASCIO
                                        <delasciov@pdvsa.com>, YAMARY
                                        GONZALEZ <gonzalezyd@pdvsa.com>,
                                        OSCAR LABRADOR
                                        <labradorol@pdvsa.com>, MARIA
                                        MAYELA LOZADA <lozadamm@pdvsa.com>,
                                        FRANCISCO QUEVEDO
                                        <quevedofk@pdvsa.com>, JOSE SEBA
>
                                        <sebaj@pdvsa.com>, GILMER
>
                                        GONZALEZ/GONZALEZGGX/PDV/PDVSA@PDV,
>
                                        RAMON ARIAS/ARIASRY/PDV/PDVSA@PDV,
>
                                        ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV
>
                                        Re: Status of MT " TEAM ANIARA " /
                                        To Load 240,000 +/-10% Bbls of
                                        GASOIL 0.2 PCT SULPHUR/45 CETANE at
                                        Punta Cardon, Venezuela (Document
```

```
> Buenos días.
> Se autoriza la carga adicional hasta el 10% sobre la nominación original,
 como está establecido en el contrato.
> Erwin, favor hacer seguimiento e informar. Gracias.
> Saludos cordiales,
> Victor Delascio
> Gte. Operaciones Productos.
> Ext. 23172
> Cel. 0412-620-4206.
 "Ing. Cesar Chavez"
> <cesarchavez@intrakam.com.mx>
                                                                       Para
                                            ERWIN BURGER
                                             <burgere@pdvsa.com>
> 27/10/2006 10:03 a.m.
                                            JOSE SEBA <sebaj@pdvsa.com>,
                                            OSCAR LABRADOR
                                            <labradorol@pdvsa.com>, MARIA
                                            MAYELA LOZADA
                                            <lozadamm@pdvsa.com>, YAMARY
                                            GONZALEZ
                                            <gonzalezyd@pdvsa.com>, JESUS
                                            ANZOLA <anzolajs@pdvsa.com>,
                                            FRANCISCO QUEVEDO
                                            <quevedofk@pdvsa.com>, VICTOR
                                            DELASCIO <delasciov@pdvsa.com>
                                            Re: Status of MT " TEAM ANIARA
                                            " / To Load 240,000 +/-10% Bbls
                                                      GASOIL 0.2 PCT
                                            SULPHUR/45 CETANE at Punta
                                            Cardon, Venezuela
> on [DATE], [NAME] at [ADDRESS] wrote:
```

Document 19-23

```
>
> Atn: Ing. César Chávez
>
> Buenos días
> La presente tiene por finalidad solicitar por vía escrita su confirmarción
> en la necesidad de incrementar el volumen de 240,000 bls +10% a ser
> embarcado en el buque TEAM ANIARA. Esta confirmación es requerida con
> carácter de URGENCIA a fin de proceder acordemente en nuestros procesos
> internos para el otorgamiento del producto, elaboración de documentos y
> liberación del buque. Todo tiempo extra que pudiese generarse por este
> motivo sera por cuenta de INTRAKAM.
> Por otra parte, seguimos a la espera de su confirmación de pago (swift
> number) a nuestra Gerencia de Finanzas internacionales. Es muy importante
> recordar que todo el tiempo de espera por este concepto en su totalidad es
> por cuenta de INTRAKAM S.A.; por tal razón, orientados a minimizar
> cualquier retraso o costo adicional para ustedes, les sugerimos presentar
> la confirmación de pago a la brevedad posible.
> Al leer esta nota, mucho le agradecería establecer contacto con mi persona.
> Saludos
> Erwin Burger
> Clean Product Operations
> PDVSA
> Pho: +58 212 7083119
> Mob: +58 412 2224663
> ---- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 27/10/2006
> 09:04 a.m. ----
> ERWIN BURGER/BURGERE/PDV/PDVSA 26/10/2006 08:27 a.m.
                                                                       Para
  CESARCHAVEZ@INTRAKAM.COM.MX
                                                                         CC
> JOSE SEBA/SEBAJ/PDV/PDVSA@PDV, OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV,
> MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA@PDV, YAMARY
> GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV,
> FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, VICTOR
> DELASCIO/DELASCIOV/MM/PDVSA@PDV
                                                                     Asunto
> Rm: Status of MT " TEAM ANIARA " / To Load 240,000 Bbls of GASOIL 0.2 PCT
> SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06
> Atn: Ing, César Chávez,
> Con los buenos días,
```

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> Anexo encontrará el reporte de calidades por parte de SGS, el cual le fue
> transmitido el día de ayer por la noche. Esperamos que esta información se
> complete la información requerida para proceder al pago del producto.
> En caso de duda o requerir información adicional por favor contacteme,
> Saludos
> Erwin Burger
> Clean Product Operations
> PDVSA
> Pho: +58 212 7083119
> Mob: +58 412 2224663
 ---- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 26/10/2006
 08:21 a.m. ----
 "Marquez, Carlos (Punto Fijo)" <Carlos.Marquez@sgs.com> 25/10/2006 10:50
                                                                        Para
> BURGERE@PDVSA.COM, CESARCHAVEZ@INTRAKAM.COM.MX
                                                                          CC
> "Rojas, Wilton (Caracas)" < Wilton.Rojas@sgs.com>, "Prieto, Harold
> (Caracas) " <Harold.Prieto@sgs.com>, "Otamendi, Maria (Caracas)"
> <Maria.Otamendi@sgs.com>, "Garcia, Mariluisa (Punto Fijo)"
> <Mariluisa.Garcia@sgs.com>, "PTF, veoperaciones (Punto Fijo)"
> <veoperaciones.PTF@sgs.com>, "Guarecuco, Jose (Punto Fijo)"
> <Jose.Guarecuco@sgs.com>
                                                                     Asunto
> Status of MT " TEAM ANIARA " / To Load 240,000 Bbls of GASOIL 0.2 PCT
> SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06
>
> Good Evening.
> Please, find attached shore tanks E2-01 and E2-02 Quality Report of above
> mentioned vessel.
> As per Loading Master information, the Terminal will be requesting pilot
> for your good vessel TEAM ANIARA about, October 25/2030 hrs, therefore, the
> estimate time to Commenced Load will be 26/0100 hrs lt.
> We will revert with current times and key meeting report soonest.
> Best Regards,
> Carlos Marquez
```

```
> SGS Oil, Gas and Chemical Services
> Phone office: 58 69 245 01 02 / 245 45 12
> Mobile: 58 14 6338276
> Information in this email and any attachments is confidential and
> intended solely for the use of the individual(s) to whom it is addressed
> or otherwise directed. Please note that any views or opinions presented
> in this email are solely those of the author and do not necessarily
> represent those of the Company.
> Finally, the recipient should check this email and any attachments for
> the presence of viruses. The Company accepts no liability for any damage
> caused by any virus transmitted by this email.
> All SGS services are rendered in accordance with the applicable SGS
> conditions of service available on request and accessible at
> http://www.sgs.com/terms and conditions.htm
> ******* PDVSA'S INTERNET E-MAIL USE
                                                 ********
> This message may contain information solely of the interest of PDVSA or
> its businesses. Copying, distribution, disclosure or any use of the
> information contained in this transmission is permitted only to
> authorized parties. If you have received this e-mail by error, please
> destroy it and notify webmaster@pdvsa.com or the sender by reply email.
> ****** USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET *****
> Esta nota puede contener informacion de interes solo para PDVSA o sus
> negocios. Solo esta permitida su copia, distribucion o uso a personas
> autorizadas. Si recibio esta nota por error, por favor destruyala y
> notifique al remitente o a webmaster@pdvsa.com.
> Estimados Señores,
> Debido una demanda mayor de nuestros requerimientos, por esta vía les
> solicitamos un mayor volumen de carga 240,000 bls + 10% a ser embarcado
> en el buque TEAM ANIARA.
> Asimismo les comento que estamos cerrando la operacion de pago (swift
> number), en cuanto este realizada les notificaré por esta misma vía.
> En espera de ser atendida mi solicitud quedo atento a sus comentarios.
 César Chávez
 INTRAKAM SA de CV
 ********* PDVSA'S INTERNET E-MAIL USE ***********
> This message may contain information solely of the interest of PDVSA or
> its businesses. Copying, distribution, disclosure or any use of the > information contained in this transmission is permitted only to > authorized parties. If you have received this e-mail by error, please
> destroy it and notify webmaster@pdvsa.com or the sender by reply email.
> ****** USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET
> Esta nota puede contener información de interes solo para PDVSA o sus
> negocios. Solo esta permitida su copia, distribucion o uso a personas
> autorizadas. Si recibio esta nota por error, por favor destruyala y
> notifique al remitente o a webmaster@pdvsa.com.
```

Estimada Mayela,

Por medio de la presente le comunico, que el pago por ser efectivo se demoro en el banco por procesos burocraticos debido a las nuevas leyes contra el lavado de dinero, como es una cantidad grande, exigieron muchos documentos y se nos fueron dos dias presentando todos los documentos certificados tal y como ellos lo deseaban. Ya esta el dinero listo y solo esperabamos el swift cuando del departamento legal exigieron nuevos documentos a presentar. Acabamos de terminar ahora y nos prometieron que el Lunes sale directo a PDVSA.

Por tal motivo, queremos reiterarles, que nos haremos cargo de los gastos de demoras del barco Team Aniara y le hemos ofrecido un bono al Capitan para que este tranquilo.

Lamentablemente tendremos que resumir actividades el Lunes, que Dios mediante terminaremos con la operacion y el barco seguira su rumbo.

Por lo pronto aprendida la leccion y de ahora en adelante creditos documentarios son mucho mas faciles desde Europa.

Cordiales saludos,

César Chávez INTRAKAM SA de CV

### English Translation

Page 9 of 11

#### **EXHIBIT 21**

To:

Cc:

Cco:

Subject: VESSEL "TEAM ANIARA" / To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon Venezuela

on [DATE], [NAME] at [ADDRESS] wrote:

Good morning Mr. Chávez: we inform you that since the loading of the extra volume of Gasoil was authorized (up to a maximum of 264,000 bbls) on board the ship TEAM ANIARA, we shall be sending you today a proforma invoice to cancel the additional amount that was generated by the increase in the volume to load.

In any case we are still awaiting the prepayment confirmation.

Regards,

Mayela Lozada

Product Contracts Manager

---Forwarded by MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA dated 10/27/2006 11.01 AM---

To:

Cc:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 +/-10% Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela

Good morning,

The loading of up to 10% over the original nomination, as provided in the contract, is authorized.

Erwin, please follow up and inform. Thanks.

Kind regards,

Victor Delascio

**Products Operations Manager** 

Attn: Ing. César Chávez

Good morning

The object of this e-mail is to request in writing your confirmation in the necessity to increase the volume of 240,000 bls +10% to be loaded in the TEAM ANIARA ship. This confirmation is required as URGENT in order to proceed in accordance with it in our internal processes for the delivery of the product, elaboration of the documentation and release of the ship. Any extra time that could be generated due to this reason will be on INTRAKAM's account.

On the other hand, we still await for your payment confirmation (swift number) to our International Finances Management. It is very important to remind that any waiting time die to this reason is in its entirety on INTRAKAM's account.; therefore, in order to minimize any delay or cost to you, we suggest you to produce the payment confirmation at the soonest.

Once you've read these note, I would greatly appreciate if you could get in touch with me.

Regards,

Erwin Burger Clean Products Operations

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/27/2006 09:04 a.m.---

To:

Cc:

Subject: Re: Status of MT "TEAM ANIARA" To Load 240,000 Bbls of GASOIL 0.2 PCT SULPHUR/45 CETANE at Punta Cardon, Venezuela / SGS Ref.: OGC-PF 251606-06

Attn: Ing, César Chávez

Good morning,

Attached you will find the qualities report by SGS, which was transmitted yesterday night. We hope that this information completes the information required to proceed to the payment of the product.

In case of any doubt or if you require additional information please contact me,

Regards,

Erwin Burger Clean Products Operations

[After an e-mail in English and a PDVSA e-mail disclaimer:]

Dear Sirs.,

Due to a greater demand of our requirements, we hereby request a greater load volume 240,000 bls +10% to be loaded in the TEAM ANIARA ship.

I also inform you that we are closing the payment operation (swift number), as long as it will be done I will give you notice by this same means.

Awaiting for my request to be attended I am available for any of your comments.

César Chávez INTRAKAM, S.A. de C.V.

[After a PDVSA e-mail disclaimer:]

Dear Mayela,

I hereby inform you that the payment to be done was delayed in the bank due to bureaucratic processes due to the new anti-money laundering laws, since it is a big sum, they requested many documents and we lost two days submitting all the certified documents as they were requesting. The money is ready and we were only waiting for the swift when the legal department requested new documents to be submitted. We just finished and they promised us that it will be out directly to PDVSA on Monday.

For this reason, we want to reiterate to you that we will take care of the expenses for delays of the Team Aniara ship and we have offered the Captain a bonus for him to be calm.

Unfortunately we will have to resume activities on Monday, that God willing we will finish with the operation and the ship will continue with its course.

Meanwhile, lesson learned and from now on documentary credits are much easier from Europe.

Kind regards,

César Chávez INTRAKAM, S.A. de C.V.



"Ing. Cesar Chavez" <cesarchavez@intrakam .com. mx>

30/10/2006 07:28 a.m.

ERWIN BURGER <br/>
Para <sebaj@pdvsa.com>, JOSE SEBA <br/>
<sebaj@pdvsa.com>, MARIA MAYELA LOZADA <br/>
<lozadamm@pdvsa.com>, YAMARY GONZALEZ <br/>
ADAM KAMARA <drkamara@intrakam.com.mx>, <br/>
<wilfredoaro@intrakam.com.mx>

CCO

Asunto INCONSISTENCIAS

Historial:

Este mensaje ha sido respondido.

APRECIADO, ERWIN.

TENEMOS INCONSISTENCIAS EN LOS REPORTES DE PDVSA, Y, LOS DE SGS. EN CUANTO A LOS BARRILES CARGADOS EN EL BARCO, Y, ADEMAS, LO , MAS GRAVE, EN LA FORMULA DE PRECIO, URGE ME ACLAREN, ANTES DE QUE ELABOREN EL BL, Y FACTUREN MAL.

POR LO DEMAS TE CONFIRMO, QUE HOY SE REALIZA PAGO A PDVSA Y RECIBEN SU SWIFTS BANCARIO.

SALUDOS

CESAR CHÁVEZ INTRAKAM SA DE CV

### English Translation

History:

This message has been replied to.

Dear Erwin,

We have inconsistencies in the PDVSA and the SGS reports with respect to the loaded barrels in the ship and furthermore, the more serious, in the price formula, it is urgent that you clarity this to me before you elaborate the BL and invoice incorrectly.

As for the rest, I confirm you that payment to PDVSA will be done today and that you will receive your bank swift.

Regards,

César Chávez INTRAKAM, S.A. de C.V. Case 2:06-cv-15522-VM Document 19-25 Filed 02/02/2007 Page 1 of 5

ERWIN BURGER/BURGERE/PDV/PD VSA

30/10/2006 09:41 a.m.

Para "Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>

JESUS ANZOLA <anzolajs@pdvsa.com>, ERWIN BURGER
cc <br/>
cburgere@pdvsa.com>, ADAM KAMARA
<drkamara@intrakam.com.mx>, YAMARY GONZALEZ

CCO

Asunto Re: INCONSISTENCIAS

Ing. César Chávez,

En atención a su nota y de acuerdo a lo conversado en el día hoy, le informo que tras consultar con el personal del Terminal, estos confirman que la cantidad que ellos tienen para la elaboración de documentos es de 263,123 Bbls. No existe una diferencia de aporx. 6,000 bbls. Sin embsargo, estoy a la espera de todos los reportes oficiales para determinar las diferencias.

En cuanto a la fórmula de precio, este punto ya fue remitido a nuestra compañera Mayela Lozada, quien con gusto atenderá esta situación y le informará a la brevedad.

Por otra parte, es importante resaltar que tomando en cuenta la diferencia de usos horarios, y estando los bancos Europeos abiertos con más de 6 horas mucho ayudaría para agilizar todo este proceso, que nos fuese facilitado el Swift number para el rastreo del pago.

Una vez más quedamos a la espera de su pronta respuesta.

Saludos

Erwin Burger Clean Product Operations PDVSA Pho: +58 212 7083119 Mob: +58 412 2224663

"Ing. Cesar Chavez"
<cesarchavez@intrakam .com.mx>

30/10/2006 07:28 a.m.

ERWIN BURGER <a href="https://www.ncom">burgere@pdvsa.com</a>, JOSE SEBA <sebaj@pdvsa.com</a>, MARIA MAYELA LOZADA <iozadamm@pdvsa.com</a>, YAMARY GONZALEZ <a href="https://www.ncom/gonzalezyd@pdvsa.com">para</a> <a href="mailto:specific decision-like/gonzalezyd@pdvsa.com">gonzalezyd@pdvsa.com</a>, JESUS ANZOLA <a href="mailto:specific decision-like/gonzalezyd@pdvsa.com">gonzalezyd@pdvsa.com</a>, FRANCISCO QUEVEDO <a href="mailto:specific decision-like/gonzalezyd@pdvsa.com">gonzalezyd@pdvsa.com</a>, CARLOS VASQUEZ

<vasquezcl@pdvsa.com>

ADAM KAMARA <drkamara@intrakam.com.mx>,

c <wilfredoaro@intrakam.com.mx>

Asunto INCONSISTENCIAS

#### APRECIADO, ERWIN.

TENEMOS INCONSISTENCIAS EN LOS REPORTES DE PDVSA, Y, LOS DE SGS. EN CUANTO A LOS BARRILES CARGADOS EN EL BARCO, Y, ADEMAS, LO , MAS GRAVE, EN LA FORMULA DE PRECIO, URGE ME ACLAREN, ANTES DE QUE ELABOREN EL BL, Y FACTUREN MAL.

POR LO DEMAS TE CONFIRMO, QUE HOY SE REALIZA PAGO A PDVSA Y RECIBEN SU SWIFTS BANCARIO.

SALUDOS

CESAR CHÁVEZ INTRAKAM SA DE CV

### **English Translation**

To: Cc: Cco:

Subject: Re: Inconsistencies

Ing. César Chávez,

In connection with your note and in accordance with what we said today, I inform you that after consulting with the Terminal personnel, they confirmed that the quantity that they have for the elaboration of documents is 263,123 Bbls. There isn't a difference of approximately 6,000 bbls. However, I am waiting for all the official reports to determine the differences.

As for the price formula, this point was already transmitted to our colleague Mayela Lozada who will be glad to take care of this situation and inform you as soon as possible.

On the other hand, it is important to note that taking into account the difference of time zones and since the European banks are open with more than 6 hours, it would help very useful to speed up this process if you could give us the Swift number to track the payment.

Again, we are waiting for your prompt response.

Regards, Erwin Burger Clean Products Operations

To: Cc:

Subject: INCONSISTENCIES

Dear Erwin,

We have inconsistencies in the PDVSA and the SGS reports with respect to the loaded barrels in the ship and furthermore, the more serious, in the pricing formula, it is urgent that you clarity this to me before you elaborate the BL and invoice incorrectly.

As for the rest, I confirm you that payment to PDVSA will be done today and that you will receive your bank swift.

Regards,

César Chávez INTRAKAM, S.A. de C.V. Case 2:06-cv-15522-VM Document 19-26 Filed 02/02/2007 Page 1 of 11



"Ing. Cesar Chavez" <cesarchavez@intrakam .com. mx>

30/10/2006 03:00 p.m.

Para MARIA MAYELA LOZADA <lozadamm@pdvsa.com>
ERWIN BURGER <burgere@pdvsa.com>, JOSE SEBA
cc <sebaj@pdvsa.com>, GILMER GONZALEZ
<gonzalezggx@pdvsa.com>, CARLOS VASQUEZ

CCC

Asunto Re: INCONSISTENCIAS EN FORMULA DE PRECIO

on [DATE], [NAME] at [ADDRESS] wrote:

> Sr. Chavez: buenos días, le informo que cuando es un PREPAGO se emite un > Factura Proforma, la cual se le envió la semana pasada para que usted > pudiera realizar el pago antes de la carga del buque. Al momento de aplicar > el precio era basado en estimados, no teniamos cifras finales para > aplicarlas. Por eso los calculos que Usted nos envia no coinciden debido a > que lo que establece el contrato es lo siguiente:

> 6. PROVISIONAL INVOICE:

> TO BUYER OR SELLER,

- > PROVISIONAL INVOICE SHALL BE ISSUED BY PDVSA AT LEAST FIVE (5) WORKING > DAYS BEFORE THE FIRST DAY OF THE LOADING WINDOW ACCORDING TO THE
- > FOLLOWING:
- > VOLUME: 100% OF THE VOLUME NOMINATED
- > PRICE: THE PRICE FORMULA DESCRIBED ABOVE WILL BE USE FOR CALCULATION
- > PURPOSES
- > PRICING PERIOD: THE DAY BEFORE THE INVOICE IS ISSUED. THE SIXTH (6) > WORKING DAY BEFORE THE FIRST DAY OF THE LOADING WINDOW.
- > IF THE PRELIMINARY PAYMENT IS NOT RECEIVED AT LEAST THREE (3) WORKING > DAYS BEFORE THE FIRST DAY OF THE LOADING WINDOW, ALL DEMURRAGE OR
- > ADITTIONAL COST WILL BE AT BUYER'S ACCOUNT.
- > 7. PAYMENT
- > PREPAYMENT
- > THE PRODUCT DELIVERY HEREUNDER MUST BE PREPAID BY BUYER, BASED ON A
  > PROVISIONAL INVOICE, NAMED ON CLAUSE NUMBER 6, ISSUED BY PDVSA, THREE (3)
  > WORKING DAYS PRIOR TO THE FIRST DAY OF THE LOADING WINDOW, IN DOLLARS OF
  > THE UNITED STATES OF AMERICA WITHOUT DISCOUNT, ALLOWANCE, RETENTION OR
  > DEDUCTION, INCLUDING BANKING FEES OR WIRE TRANSFER FROM COMMERCIAL BANKS,
  > IN INMEDIATELY AVAILABLE FUNDS OPENING BUSINESS INTO SELLERS ACCOUNT IN A
  > BANK DESIGNATED BY SELLER. WHENEVER A DUE DATE FOR PAYMENT FALLS ON A
  > SATURDAY, SUNDAY OR A BANK HOLIDAY IN THE CITY OF NEW YORK, U.S.A., OR IN
  > THE CITY WHERE PAYMENT IS DUE TO BE MADE, PAYMENT SHALL BE MADE ON THE
  > LAST PRECEDING WORKING DATE. A FINAL INVOICE SHALL BE ISSUED ACCORDING TO
  > CLAUSE 5 OF THIS CONTRACT, BASED ON BILL OF LADING FIGURES. IN THE CASE
  > OF A DIFFERENCE BETWEEN THE PRELIMINARY PAYMENT AND THE FINAL INVOICE DUE
- > DAYS AFTER THE B/L DATE (B/L=0).
  > NOTE: OPENING BUSINESS MEANS BEFORE 10 AM ON THE DUE DATE.
- Como puede ver la primera Factura Proforma se emitió el 19 de Octubre 2006
   a los fines de que Usted pudiera pagar el estimado, basados en el volumen
   contractual de 240.000 bbls.

THE PAYMENT SHALL BE PAID WITHIN TEN (10) WORKING

- > Por eso no puede tener las cifras iguales pues los cálculos que Usted me > envió es utilizando las cifras de lo que ya ha cargado el buque al dia de > hoy y el prepago hubo que enviarlo el 19 de Octubre.
- > Tenemos que esperar tener el B/L definitivo firmado por el Capitan del > buque para poder aplicar la fórmula definitiva y emitirle la FACTURA
- > DEFINITIVA donde finalmente quedará definido el monto final de la fatura y > seguir los procedimientos del contrato.

```
> Saludos,
> Mayela Lozada
> Administrador de Contratos de Productos
> Comercio y Suministro
> Telf: 212-7083148
> Fax:: 212-7083570
              "Ing. Cesar
              Chavez"
              <cesarchavez@intr</pre>
                                                                        Para
             akam.com.mx>
                                        MARIA MAYELA LOZADA
                                        <lozadamm@pdvsa.com>
             10/30/2006 10:27
                                                                          CC
             AM
                                                                      Asunto
                                        Re: INCONSISTENCIAS EN FORMULA DE
                                        PRECIO
> on [DATE], [NAME] at [ADDRESS] wrote:
>
>>
>>
>> Buenos días Sr Chavez: por favor le agradezco nos aclare cual es la
>> inconsistencia que Usted ve con la Fórmula de Precio para poder revisar
>> hubiese algún problema. Pero le adelanto que la Fórmula Contractual es
>> CARDON: SINGAPORE GASOIL/N°2 PLATT'S MINUS 37.00 US$/TM y esa es la que
>> está cargada en nuestro sistema para calcular la factura del prepago.
>> Estamos a la espera del mismo.
>>
>> Saludos,
```

```
>> Mayela Lozada
>> Administrador de Contratos de Productos
>> Comercio y Suministro
>> Telf: 212-7083148
>> Fax:: 212-7083570
>>
>>
>>
>>
               "Ing. Cesar
>>
>>
               Chavez"
>>
>>
               <cesarchavez@intr</pre>
>>
                                                                             Para
>>
               akam.com.mx>
                                           ERWIN BURGER <burgere@pdvsa.com>,
>>
>>
                                           JOSE SEBA <sebaj@pdvsa.com>, MARIA
>>
>`>
               10/30/2006 07:28
                                           MAYELA LOZADA <lozadamm@pdvsa.com>,
>>
>>
               AM
                                           YAMARY GONZALEZ
>>
>>
                                           <gonzalezyd@pdvsa.com>, JESUS
>>
>>
                                           ANZOLA <anzolajs@pdvsa.com>,
>>
>>
                                           FRANCISCO QUEVEDO
>>
>>
                                           <quevedofk@pdvsa.com>, CARLOS
>>
                                           VASQUEZ <vasquezcl@pdvsa.com>
>>
>>
>>
                                                                               CC
>>
>>
                                           ADAM KAMARA
>>
                                           <drkamara@intrakam.com.mx>,
>>
>>
                                           <wilfredoaro@intrakam.com.mx>
>>
>>
                                                                          Asunto
>>
>>
                                           INCONSISTENCIAS
>>
>>
>>
>>
>>
>>
>>
>>
>>
>>
>> APRECIADO, ERWIN.
```

```
>>
>> TENEMOS INCONSISTENCIAS EN LOS REPORTES DE PDVSA, Y, LOS DE SGS. EN
> CUANTO
>> A
>> LOS BARRILES CARGADOS EN EL BARCO, Y, ADEMAS, LO , MAS GRAVE, EN LA FORMULA
>> DE
>> PRECIO, URGE ME ACLAREN, ANTES DE QUE ELABOREN EL BL, Y FACTUREN MAL.
>>
>> POR LO DEMAS TE CONFIRMO, QUE HOY SE REALIZA PAGO A PDVSA Y RECIBEN SU
>> SWIFTS BANCARIO.
>>
>> SALUDOS
>>
>> CESAR CHÁVEZ
>> INTRAKAM SA DE CV
>>
>>
>>
>> ********* PDVSA'S INTERNET E-MAIL USE **********
>> This message may contain information solely of the interest of PDVSA or
>> its businesses. Copying, distribution, disclosure or any use of the >> information contained in this transmission is permitted only to
>> authorized parties. If you have received this e-mail by error, please
>> destroy it and notify webmaster@pdvsa.com or the sender by reply email.
>>
>> ****** USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET
>> Esta nota puede contener informacion de interes solo para PDVSA o sus
>> negocios. Solo esta permitida su copia, distribucion o uso a personas
>> autorizadas. Si recibio esta nota por error, por favor destruyala y
>> notifique al remitente o a webmaster@pdvsa.com.
> Buenos días María,
> Con relación a las observaciones que hemos detectado, (que podemos estar
> equivocados) le presento la siguiente información.
> El convenio que acordamos fue aplicar la fórmula de precios siguiente:
> Gasoil 2 menos US$/TM 37,00 Singapore. Pero la Proforma (invoice) No. 015
> que recibimos de INTRAKAM menciona un precio predeterminado de 66,40
> el cual discrepa del obtenido por la aplicación de la fórmula antes
> mencionada y acordada, como veremos a continuación:
> Tomemos como base el volumen del informe de SGS: 263.295 Bbls. y su
> equivalente de 35.708.068 TM, en el mismo informe. Esto indica que SGS
> definió una densidad a partir de la cual se establece que cada Tonelada
> Métrica equivale a 7,37 Barriles. (Si 263.295 Bbls. equivalen a 35.708,068
> TM; 1 TM = 7,37 Bbls.) Multiplicando 7,37 Bbls. x 66,40 US$/Bbl = 489,37
> US$/TM.
> A.- En este caso, el monto total de la operación en base al total de
> barriles por SGS sería:
> 263.295 \text{ Bbls x } 66,40 \text{ US}/Bbl = \text{US} 17.482.788,00.}
```

```
>
> B.- Aplicando la fórmula de precio acordada, de Singapore Gasoil 2 - 37.00
> US$/TM, hacemos un promedio del valor de los últimos tres días (70,51 +
> 69,39 + 71,00 = 210,90 / 3 = 70,30) y lo multiplicamos por la equivalencia > indicada por SGS de 1 TM = 7,37 Bbls. (70,30 x 7,37 = 518,11 US$/TM) menos
> el descuento de 37,00 US$/TM (581,11 - 37,00) = 481,11 US$/TM.
> En consecuencia, la diferencia entre A y B es de 489,37 - 481,11 = 8,26
 US$/TM. Y el costo del barril es (US$/TM 481,11 / 7,37 Bbls/TM = 65,2795
 US$/Bbl).
> En este caso, el total es: 35.708,068 \text{ TM } \times 481,11 \text{ US}\$/\text{TM} = \text{US}\$
  17.179.508,00.
 La diferencia es de 17.482.788,00 - 17.179.508,00 = US$ 303.280,00.
> NOTA: Calculando el monto de la discrepancia de 6.284 Bbls x 65,2795
> US$/Bbl
> = US$ 410.216,37 que sumados a la anterior, son: 303.280,00 + 410.216,37 =
> US$ 713.496,37.
> Por lo anterior, es muy importante para nosotros aclarar esta situación
 antes de que ustedes elaboren el conocimiento de embarque (B/L) y que
 pudiera traernos un descalabro.
> Sinembargo me tranquiliza la respuesta de Erwin Burger, ya que al hablar
> el día de hoy me comento que las diferecias que pudieran surgir se pueden
> aclarar sin problema que lo más importante es el pago en este momento.. A lo
> cual estamos abocados en este momento y hoy sin falta debe quedar cerrada
> operación.
 Saludos
 César Chávez
  INTRAKAM SA de CV
                    PDVSA'S INTERNET E-MAIL USE
 This message may contain information solely of the interest of PDVSA or
```

- > its businesses. Copying, distribution, disclosure or any use of the
  > information contained in this transmission is permitted only to
  > authorized parties. If you have received this e-mail by error, please
- > destroy it and notify webmaster@pdvsa.com or the sender by reply email.
- > \*\*\*\*\*\* USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET \*\*\*\*\*\*
- > Esta nota puede contener informacion de interes solo para PDVSA o sus > negocios. Solo esta permitida su copia, distribucion o uso a personas
- > autorizadas. Si recibio esta nota por error, por favor destruyala y
- > notifique al remitente o a webmaster@pdvsa.com.

#### Estimada Maria,

Se dio la orden de enviar 17.139,840 US\$ al banco de PDVSA, cualquier discrepancia se puede organizar despues de emitidos los BL y SGS finales.

El barco debe zarpar mañana en cuanto PDVSA reciba en su cuenta la confirmacion,

Cordiales saludos,

César Chávez INTAKAM SA de CV

### English Translation

To: Cc: Cco:

Subject: Re: INCONSISTENCIES IN THE PRICING FORMULA

on [DATE], [NAME] at [ADDRESS] wrote:

Mr Chávez: good morning, I inform you that when it is a PREPAYMENT a Proforma Invoice is issued, which was sent last week for you to be able to make the payment before the loading of the ship. At the moment of applying the price it was based on estimates, we didn't have the final amounts to apply. That's why the calculations that you send us do not coincide since what the contract provides is the following

[Contractual language in English]

As you can see, the first Proforma Invoice was issued on October 19, 2006 in order for you to be able to pay the estimate, based on the contractual volume of 240,000 bbls.

This is why that can't have the same numbers since the calculations that you sent me use the numbers from what was already loaded into the ship as of today and prepayment had to be sent on October 19.

We have to wait to have the definitive B/L signed by the Captain of the ship to be able to apply the definitive formula and issue the DEFINITIVE INVOICE where finally the final amount of the invoice will be defined and follow the procedures of the contract.

Regards, Mayela Lozada Products Contracts Manager

To: Cc:

Subject: Re: INCONSISTENCIES IN THE PRICING FORMULA

on [DATE], [NAME] at [ADDRESS] wrote:

Good morning Mr. Chávez: I will be thankful if you could clarify to us what is the inconsistency that you see with the Pricing Formula to be able to review if there were to be a problem. However I tell you in advance that the Contract Formula is FOB CARDON: SINGAPORE GASOIL/N°2 PLATT'S MINUS 37.00 US\$/TM and that is the one that is loaded into our system to calculate the prepayment invoice.

We are waiting it.

Regards,

Mayela Lozada Products Contracts Manager

To: Cc:

Subject: INCONSISTENCIES

Dear Erwin,

We have inconsistencies in the PDVSA and the SGS reports with respect to the loaded barrels in the ship and furthermore, the more serious, in the pricing formula, it is urgent that you clarity this to me before you elaborate the BL and invoice incorrectly.

As for the rest, I confirm you that payment to PDVSA will be done today and that you will receive your bank swift.

Regards,

César Chávez INTRAKAM, S.A. de C.V.

[After a PDVSA e-mail disclaimer:]

Good morning Maria,

In connection with the observations that we have detected (we may be wrong) I present you the following information.

Our agreement was to apply the following pricing formula:

Gasoil 2 minus US\$/TM 37,00 Singapore. But the Proforma (invoice) No. 015 that we received from INTRAKAM mentions a predetermined price of 66,40 US\$/TM, which differs from the one obtained through the application of the aforementioned agreed formula as you will now see:

Let's take as a basis the volume from the SGS inform: 263.295 Bbls. And its equivalent of 35.708.068 TM, in the same inform. This indicates that SGS defined a density from which it is established that each Metric Ton is equivalent to 7.37 Barrels. (If 263.295 Bbls. Are equivalent to 35.708,068 TM; 1 TM = 7.37 Bbls.) Multiplying 7.37 Bbls x 66.40 US\$/Bbl = 489.37 US\$/TM.

A.- In this case, the total amount of the operation based on the total barrels by SGS would be:  $263.295 \text{ Bbls x } 66,40 \text{ US}/\text{Bbl} = \text{US} 17.482.788,00.}$ 

B.- Applying the agreed pricing formula, we mae from Singapore Gasoil 2-37.00 US\$/TM an average of the value of the last three days (70,51 + 69,39 + 71,00 = 210,90 / 3 = 70,30 =and we multiply it by the equivalence indicated in SGS of 1 TM = 7,37 Bbls. ( $70,30 \times 7,37 = 518,11$ US\$/TM) minus the discount of 37,00 US\$/TM (581,11 - 37,00) = 481,11 US\$/TM,

As a consequence, the difference between A and B is 489,37 - 481,11 = 8,26 US\$/TM. And the cost of the barrel is (US\$/TM 481,11 / 7,37 Bbls/TM = 65,2795 US\$/Bbl).

In this case, the total is 35.708,068 TM x 481, 11 US/TM = US \$ 17.179.508,00.

The difference is 17.482.788,00 - 17.179.508,00 = US\$ 303.208,00.

NOTE; Calculating the amount of the discrepancy of 6.284 Bbls x 65,2795 US\$/Bbl = US\$ 410.216,37 that summed to the foregoing are: 303.208,00 + 410.216,37 = US\$ 713.496,37.

Due to the foregoing, it is very important for us to clarify this situation before you elaborate the bill of landing (B/L) and that it could bring us a great loss.

However Erwin Burger's response calms me since today while speaking with him, he told me that the differences that may arise can be clarifies without any problem and that the most important at this moment is payment. We are completely dedicated to payment and today without excuse the transaction must be closed.

Regards

César Chávez INTRAKAM, S.A. de C.V.

[After a PDVSA e-mail disclaimer:]

Dear Maria,

The order to send 17.139,840 US\$ to the PDVSA bank was given, any discrepancy can be organized after the final BL and SGS have been issued.

The ship must leave tomorrow as soon as PDVSA receives the confirmation in its account.

Kind regards,

César Chávez INTRAKAM, S.A. de C.V.



#### HUMBERTO FERRIN/FERRINH/PDV/PDV SA

31/10/2006 11:39 a.m.

Para MARIA SILVA/SILVAMGJ/PDV/PDVSA@PDV

CARLOS VASQUEZ/VASQUEZCL/PDV/PDVSA@PDV,

cc ARCADIO ROSAS/ROSASAV/MM/PDVSA@PDV, MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA@PDV

CCO

Asunto Rm: Pago pendiente INTRAKAM Buque TEAM ANIARA

Historial:

Este mensaje ha sido remitido.

FYI

Humberto Ferrín Products Contract Administration Manager PDVSA Petróleo SA Phone office 58 212 708 1390 Fax Number 58 212 708 3570

---- Remitido por HUMBERTO FERRIN/FERRINH/PDV/PDVSA con fecha 31/10/2006 11:38 a.m. ----



MARIA MAYELA LOZADA/LOZADAMM/PDV/P

DVSA

31/10/2006 10:48 a.m.

Para "Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>

cc HUMBERTO FERRIN/FERRINH/PDV/PDVSA@PDV

Asunto Pago pendiente INTRAKAM Buque TEAM ANIARA

Buenos días Sr Chavez: recibi la información donde Usted informa que el pago lo recibiremos por 17.139.840 USD, pero ese monto no cubre el total de la factura Proforma de 17.201.368,80 USD que debemos recibir como prepago, por lo que el Buque no podría zarpar sin ese pago total de la Proforma.

A pesar de que el Contrato no lo contempla, estamos sacando los cálculos estimados con los barriles que finalmente cargó el Buque, pero las cotizaciones definitivas aún no han transcurrido, debido a que la fecha de B/L es 27 de Octubre, los días de preciación para la Factura Definitiva son 30 y 31 de Octubre y el 01 de Noviembre (los tres inclusive).

Gasoil N°2 Singapore Platt's / \$/MT

26-Oct-06

540.9992

27-Oct-06 30-Oct-06 526.0046 527.4220

. . . . . .

527.4220

**AVERAGE** 

531.4753

Utilizando las tres cotizaciones más cercanas al B/L 26,27 y 30 Oct (arriba detalladas), nos da un precio total de 67.0607 USD/BBL, lo que daría un total a pagar de 17.656.747,01 USD.

Debemos regirnos por el Contrato y por tal motivo es necesario que PDVSA reciba al menos el monto total que se le envió con la segunda factura proforma N°381700-0 por la cantidad de 17.201.368,80 USD

17.139.840,00 USD pago que Usted ofreció 17.201.368,80 USD monto de la Proforma N°381700-0 61.628,80 USD Esos 61.628,80 USD son necesarios para cubrir el monto de la Proforma para poder autorizar el zarpe del Buque. Hasta este momento Finanzas Internacionales me informó que PDVSA no ha recibido ningún pago de parte de Ustedes.

Estamos a la espera del pago que cubre el total de la Factura Proforma N°381700-0.

Saludos, Mayela Lozada Administrador de Contratos de Productos Comercio y Suministro Telf: 212-7083148 Fax:: 212-7083570

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>



"Ing. Cesar Chavez"
<cesarchavez@intrakam.co
m.mx>
10/30/2006 03:00 PM

Para MARIA MAYELA LOZADA <lozadamm@pdvsa.com>
ERWIN BURGER <burgere@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, GILMER GONZALEZ <gonzalezggx@pdvsa.com>, CARLOS VASQUEZ <vasquezcl@pdvsa.com>

Asunto Re: INCONSISTENCIAS EN FORMULA DE PRECIO

Estimada Maria,

Se dio la orden de enviar 17.139,840 US\$ al banco de PDVSA, cualquier discrepancia se puede organizar despues de emitidos los BL y SGS finales.

El barco debe zarpar mañana en cuanto PDVSA reciba en su cuenta la confirmacion,

Cordiales saludos,

César Chávez INTAKAM SA de CV

### **English Translation**

#### **EXHIBIT 25**

To: Cc: Cco:

Subject: Fw: Pending payment INTRAKAM Ship TEAM ANIARA

History: This message has been forwarded

**FYI** 

Huberto Ferrín

Products Contract Administration Manager

---Forwarded by HUMBERTO FERRIN/FERRINNH/PDV/PDVSA dated 10/31/2006 11:38---

To: Cc:

Cco:

Subject: Pending payment INTRAKAM Ship TEAM ANIARA

Good morning Mr. Chávez: I received the information where you inform that we will receive payment for 17.139.840 USD, but this amount does not cover the total of the Proforma invoice of 17.201.368,80 USD that we have to receive as prepayment for which the Ship will not be able to sail without the total payment of the Proforma invoice.

Even if the Contract does not contemplate this, we are doing the estimate calculations with the barrels that finally the Ship loaded, but the definitive quotations have not yet passed since the date of B/L is October 27, the days for pricing of the Definitive Invoice are October 30 and 31 and November 1 (the three inclusive).

Gasoil N°2 Singapore Platt's / \$/MT

Oct-26-06 540.9992 Oct-27-06 526.0046 Oct-30-06 527.4220

AVERAGE 531.4753

Using the three closer quotations to the B/L 26, 27 and 30 Oct (detailed above), this gives us a total price of 67.0607 USD/BBL, which would give us a total to pay of 17.656.747,01 USD.

We must act in accordance with the Contract and therefore it's necessary that PDVSA receives at least the total amount that was sent with the second Proforma invoice N°381700-0 for the amount of 17.201.368,80 USD

17.139.840,00 USD payment that you offered 17.201.368,80 USD amount of the Proforma invoice N°381700-0 61.628,80 USD

Those 61.628,80 USD are necessary to cover the amount of the Proforma invoice to be able to authorize the departure of the ship. Until this moment, International Finances informed me that PDVSA has not received any payment by you.

We are expecting the payment that covers the total of the Proforma Invoice N°381700-0.

Regards, Mayela Lozada Products Contracts Manager

To: Cc:

Subject: Re: INCONSISTENCIES IN THE PRICING FORMULA

Dear Maria,

The order to send 17.139,840 US\$ to the PDVSA bank was given, any discrepancy can be organized after the final BL and SGS have been issued.

The ship must leave tomorrow as soon as PDVSA receives the confirmation in its account.

Kind regards,

César Chávez INTRAKAM, S.A. de C.V.

### EXHIBIT 26



#### HIPOLITO SUAREZ/SUAREZHY/PDV/PD VSA

31/10/2006 06:21 p.m.

Para ERWIN BURGER/BURGERE/PDV/PDVSA@PDV

JUAN TREJO/TREJOJ/PDV/PDVSA@PDV, JAVIER CC MAVAREZ/MAVAREZJJ/PDV/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ALEXIS

CCO

Rm: REV#1: INSTRUCCION IMPORTANTE!! B/T TEAM
Asunto ANIRA - CARGAMENTO DE GASOIL 0.2%S PARA
INTRAKAM SA VENTANA 20-22 OCT-2006 - CARDON

Historial:

😝 Este mensaje se ha respondido y remitido.

Buenas tardes señor Burger, tal como conversado por teléfono en la tarde del día de hoy con usted y con el señor Oswaldo Hernández, se necesita urgentemente que se resuelva la situación planteada con el MT TEAM ANIARA, el cual levantó un cargamento de GASOIL 0.2%S para el cliente INTRAKAM S.A. DE C.V. y que por no tener las instrucciones de la carta de crédito disponibles el buque permanece fondeado desde el día 26 de Octubre a las 14:10 horas.La imposibilidad de generar una solución en forma inmediata a la situación planteada nos estará conduciendo lamentablemente a posibles sanciones administrativas tanto por parte del SENIAT y por parte del MENPET, debido a que se está haciendo el cierre del mes y estos Entes no han recibido todavía de nosotros la documentación correspondiente.

Saludos...



--- Remitido por HIPOLITO SUAREZ/SUAREZHY/PDV/PDVSA con fecha 31/10/2006 06:15 p.m. ----



DOCUMENTACION SUP/SUPD/MM/PDVSA 31/10/2006 06:12 p.m.

Para HIPOLITO SUAREZ/SUAREZHY/PDV/PDVSA@PDV

CC

Rm: REV#1: INSTRUCCION IMPORTANTE!! B/T TEAM Asunto ANIRA - CARGAMENTO DE GASOIL 0.2%S PARA INTRAKAM SA VENTANA 20-22 OCT-2006 - CARDON

ACA TU REQUERIMIENTO

Saludos...

----- Remitido por DOCUMENTACION SUP/SUPD/MM/PDVSA con fecha 31/10/2006 06:11 p.m. -----

ERWIN BURGER/BURGERE/PDV/P DVSA

27/10/2006 11:10 a.m.

JOSE PENA/PENAJG/PDV/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ISRAEL ARTEAGA/ARTEAGAI/MM/PDVSA@PDV, ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV, DOCUMENTACION SUP/SUPD/MM/PDVSA@PDV, MAY TERM SUP/SUPMT/MM/PDVSA@PDV, LABORATORIO CONTROL/CONTROLL/MM/PDVSA@PDV, JOSE L LOPEZ/LOPEZ/LB/MM/PDVSA@PDV, CAROLINA SCHMUCKE/SCHMUCKEC/PDV/PDVSA@PDV, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV, NILYEN GIL/GILNC/PDV/PDVSA@PDV, EDGAR CASTILLO/CASTILLOEW/PDV/PDVSA@PDV, LUZ RIVAS/RIVASLQ/PDV/PDVSA@PDV, MARIA

Para RIVAS/RIVASMG/PDV/PDVSA@PDV, JUAN ARIAS/ARIASJC/PDV/PDVSA@PDV, GERARDO PENA/PENAGN/PDV/PDVSA@PDV, CESAR CAMEJO/CAMEJOCJ/PDV/PDVSA@PDV, RICHARD BORGES/BORGESR/PDV/PDVSA@PDV, HAROLD.PRIETO@SGS.COM, ZULEMA.PEREIRA@SGS.COM, CARLOS MARQUEZ@SGS.COM. WILTON\_ROJAS@SGS.COM, VICTOR.BELANDRIA@SGS.COM, SEAPORTPF004@SEAPORT.COM.VE, SEAPORTPFO@CANTV.NET, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV, GONZALO ALARCON/ALARCONGA/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV, TULIO RINCON/RINCONT/EP/PDVSA@PDV, OSWALDO HERNANDEZ/HERNANDEZOQ/PDV/PDVSA@PDV, HUMBERTO FERRIN/FERRINH/PDV/PDVSA@PDV, MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA@PDV Rm; REV#1: INSTRUCCION IMPORTANTE!! B/T TEAM Asunto ANIRA - CARGAMENTO DE GASOIL 0.2%S PARA

INTRAKAM SA VENTANA 20-22 OCT-2006 - CARDON

Buenos días señores,

En virtud de que el buque ha finalizado operaciones en terminal, y hasta la fecha no se ha recibido confirmación de pago, el terminal queda autorizado a proceder a fondear el buque a espera de instrucciones. Ningún tipo de documentación podrá ser entregado hassta recibir confirmación de CyS.

Saludos,

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663

----- Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 27/10/2006 10:59 a.m. ----

ERWİN BURGER/BURGERE/PDV/P DVSA

27/10/2006 09:04 a.m.

JOSE PENA/PENAJG/PDV/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ISRAEL ARTEAGA/ARTEAGAI/MM/PDVSA@PDV, ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV, DOCUMENTACION

SUP/SUPD/MM/PDVSA@PDV, MAY TERM SUP/SUPMT/MM/PDVSA@PDV, LABORATORIO CONTROL/CONTROLL/MM/PDVSA@PDV, JOSE L LOPEZ/LOPEZJLB/MM/PDVSA@PDV, CAROLINA SCHMUCKE/SCHMUCKEC/PDVSA@PDV, JUAN

TREJO/TREJOJ/PDV/PDVSA@PDV, NILYEN GIL/GILNC/PDV/PDVSA@PDV, EDGAR

CASTILLO/CASTILLOEW/PDV/PDVSA@PDV, LUZ RIVAS/RIVASLQ/PDV/PDVSA@PDV, MARIA Para RIVAS/RIVASMG/PDV/PDVSA@PDV, JUAN ARIAS/ARIASJC/PDV/PDVSA@PDV, GERARDO PENA/PENAGN/PDV/PDVSA@PDV, CESAR CAMEJO/CAMEJOCJ/PDV/PDVSA@PDV, RICHARD BORGES/BORGESR/PDV/PDVSA@PDV, HAROLD.PRIETO@SGS.COM, ZULEMA.PEREIRA@SGS.COM, CARLOS\_MARQUEZ@SGS.COM, WILTON\_ROJAS@SGS.COM, VICTOR.BELANDRIA@SGS.COM, SEAPORTPFO04@SEAPORT.COM.VE, SEAPORTPFO@CANTV.NET, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV, GONZALO CC ALARCON/ALARCONGA/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV, TULIO RINCON/RINCONT/EP/PDVSA@PDV, OSWALDO HERNANDEZ/HERNANDEZOQ/PDV/PDVSA@PDV REV#1: INSTRUCCION IMPORTANTE!! B/T TEAM ANIRA -Asunto CARGAMENTO DE GASOIL 0.2%S PARA INTRAKAM SA VENTANA 20-22 OCT-2006 - CARDON

Buenas días señores,

A continuación se encuentra la primera revisión de la nominación del B/T TEAM ANIARA, el cual se encuentra nominado para levantar 240,000 +/- 10% barriles de Gasoil 0.45S a opción de PDVSA para nuestro cliente INTRAKAM con ventana 20-22/10, 2006.

En concordancia con el mensaje (anexo) emitido por la Srta. Yamary Gónzalez, se confirma que el volumen total a ser embarcado será de 264,000 bbls (240,000 + 10%).

Dado las particularidades especiales de este cargamento, se agradece tomar en cuenta las siguientes observaciones importantes:

- 1.- Una vez finalizada la operación de carga e inspección de cantidad, el buque procederá al área de fondeo a espera de la confirmación de Comercio y Suministro (Caracas) dado el visto bueno previa confirmación del nuestra Gerencia de Finanzas internacionales sobre el pago del producto.
- 2.- Todo el tiempo por espera de esta confirmación será por cuenta del Cliente.
- 3.- NINGUN TIPO DE DOCUMENTO PODRÁ SER ENTREGADO O REMITIDO AL CLIENTE HASTA QUE SEA AUTORIZADO POR ESTA MISMA VIA. (inluyendo los resultados volumetricos y calidades)
- 4.- Se recomienda dar aviso a las autoridades portuarias para la custodia del mencionado

buque y prohibir el permizo de zarpe hasta obtener confirmación de PDVSA.

ATN: SEAPORT AGENCIES. informar debidamente a sus principales de las acciones tomadas por PDVSA.

Esta revisión se refiere a la cantidad del producto a ser embarcada, las cuales se

mencionan a continuación:

SYSTEM: PW\*STARS PDVSA PETROLEO, S.A.

MANUFACTURA Y MERCADEO

LOADING INSTRUCTIONS
RUN DATE: 27/10/06 RUN TIME: 08:29AM

PUERTO DE CARGA PUNTA CARDON, PORT, VENEZUELA (025114) BUQUE TEAM ANIARA RANGO DE CARGA OCT-20-2006 HASTA: OCT-22-2006 RANGO DE CARGA

164640

AGENTE SEAPORT AGENCIES, S.A.

VOLUMEN TOTAL A CARGAR POR CALIDADES

VOLUME (UOM) VOLUME (QTY) \_\_\_\_\_\_

BARRILES 264,000.00 GASOIL 0.2 PCT SULPHUR/45 CETANE

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

INTRAKAM S.A. DE C.V. CLIENTE

SA130239

NO. CONTRATO SA130239
CONSIGNADOR PDVSA PETROLEO, S.A.
CONSIGNATARIO WINTEK INTERNATIONAL PTE LTD

EXPORTADOR REGISTRO PDVSA PETROLEO, S.A.

FOB ORIGIN TIPO DE VENTA

\*\*\*\*\*\*\*\*\*\*\*\*

PARCELA #1

NO. DESPACHO 410051

NOMBRE DE PRODUCTO GASOIL 0.2 PCT SULPHUR/45 CETANE VOLUME 264,000.00 BARRILES

TOLERANCIA CONTRATO MAS O MENOS 0%

DESTINO SINGAPORE, PORT SGS OIL, GAS & CHEMICALS SERVICES VENEZUELA INSPECTOR

(13)

GASTOS DE INSPECCION SPLIT 50/50

El resto de la información contenida en esta nominación permanece sin

cambios

En caso de duda por favor contactarnos,

Saludos,

Erwin Burger Clean Product Operations **PDVSA** 

Pho: +58 212 7083119 Mob: +58 412 2224663

Remitido por ERWIN BURGER/BURGERE/PDV/PDVSA con fecha 27/10/2006 08:26 a.m. -----

YAMARY GONZALEZ/GONZALEZYD/E P/PDVSA

26/10/2006 09:11 p.m.

JOSE PENA/PENAJG/PDV/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ISRAEL ARTEAGA/ARTEAGA/MM/PDVSA@PDV, ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV, DOCUMENTACION SUP/SUPD/MM/PDVSA@PDV, MAY TERM SUP/SUPMT/MM/PDVSA@PDV, LABORATORIO CONTROL/CONTROLL/MM/PDVSA@PDV, JOSE L LOPEZ/LOPEZJLB/MM/PDVSA@PDV, CAROLINA SCHMUCKE/SCHMUCKEC/PDV/PDVSA@PDV, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV, NILYEN GIL/GILNC/PDV/PDVSA@PDV, EDGAR CASTILLO/CASTILLOEW/PDV/PDVSA@PDV, LUZ

RIVAS/RIVASLQ/PDV/PDVSA@PDV, MARIA RIVAS/RIVASMG/PDV/PDVSA@PDV, JUAN ARIAS/ARIASJC/PDV/PDVSA@PDV, GERARDO PENA/PENAGN/PDV/PDVSA@PDV, CESAR CAMEJO/CAMEJOCJ/PDV/PDVSA@PDV, RICHARD BORGES/BORGESR/PDV/PDVSA@PDV, harold.prieto@sgs.com, "Pereira, Zulema (Caracas)" <Zulema.Pereira@sgs.com>, victor.belandria@sgs.com, wilton.rojas@sgs.com, carlos.marquez@sgs.com, jose.guarecuco@sgs.com, presidencia@seaport.com.ve, gerencia@seaport.com.ve, opsdept@seaport.com.ve, seaportpfo@seaport.com.ve, seaportmbo@seaport.com.ve, seaportpbl@cantv.net, SEAPORTPFO@CANTV.NET, seaportpfo04@seaport.com.ve. seaportpfo@cantv.net OSCAR LABRADOR/LABRADOROL/PDV/PDVSA@PDV. FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV,

HERNANDEZ/HERNANDEZOQ/PDV/PDVSA@PDV, JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, ERWIN BURGER/BURGERE/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV, GILMER GONZALEZ/GONZALEZGGX/PDV/PDVSA@PDV INSTRUCCION IMPORTANTE!! B/T TEAM ANIRA -

CARGAMENTO DE GASOIL 0.2%S PARA INTRAKAM SA VENTANA 20-22 OCT-2006 - CARDON

Buenas noches señores.

Siguiendo las instrucciones de la Gerencia de Comercio y Operaciones se instruye al terminal de Punta Cardón a dejar atracado al B/T TEAM ANIARA, esperando por la confirmación del pago del cargamento y un 10% adicional sobre los 240,000 barriles nominados, para un total de 264,000 barriles.

El B/T TEAM ANIARA tiene un estimado para completar su carga original (240,000 barriles) a las 22:00 horas del día de hoy 26 de octubre. Por lo tanto "TODAS" las demoras generadas en espera del 10% adicional, así como la confirmación del pago serán por cuenta de nuestro cliente INTRAKAM.

A primera hora del día de mañana el señor Erwin Burger estará enviando la nominación corregida con estos cambios.

Saludos, Yamary González Operaciones de Productos Blancos Ext. 93-23-115

----- Remitido por YAMARY GONZALEZ/GONZALEZYD/EP/PDVSA con fecha 26/10/2006 08:52 p.m. -----



ERWIN BURGER/BURGERE/PDV/P DVSA

25/10/2006 11:03 a.m.

JOSE PENA/PENAJG/PDV/PDVSA@PDV, ELISAUL MIQUILENA/MIQUILENAEG/MM/PDVSA@PDV, ISRAEL ARTEAGA/ARTEAGAI/MM/PDVSA@PDV, ERWIN AMAYA/AMAYAEU/MM/PDVSA@PDV, DOCUMENTACION SUP/SUPD/MM/PDVSA@PDV, MAY TERM SUP/SUPMT/MM/PDVSA@PDV, LABORATORIO CONTROL/CONTROLL/MM/PDVSA@PDV, JOSE L LOPEZ/LOPEZJLB/MM/PDVSA@PDV, CAROLINA SCHMUCKE/SCHMUCKEC/PDV/PDVSA@PDV, JUAN TREJO/TREJOJ/PDV/PDVSA@PDV, NILYEN GIL/GILNC/PDV/PDVSA@PDV, EDGAR CASTILLO/CASTILLOEW/PDV/PDVSA@PDV, LUZ RIVAS/RIVASLQ/PDV/PDVSA@PDV, MARIA

Para

RIVAS/RIVASLQ/PDV/PDVSA@PDV, MARIA
RIVAS/RIVASMG/PDV/PDVSA@PDV, JUAN
ARIAS/ARIASJC/PDV/PDVSA@PDV, GERARDO
PENA/PENAGN/PDV/PDVSA@PDV, CESAR
CAMEJO/CAMEJOCJ/PDV/PDVSA@PDV, RICHARD
BORGES/BORGESR/PDV/PDVSA@PDV,
HAROLD.PRIETO@SGS.COM,
ZULEMA.PEREIRA@SGS.COM,
CARLOS\_MARQUEZ@SGS.COM,
WILTON\_ROJAS@SGS.COM,
VICTOR.BELANDRIA@SGS.COM,
SEAPORTPFO04@SEAPORT.COM.VE,
SEAPORTPFO@CANTV.NET, JUAN
TREJO/TREJOJ/PDV/PDVSA@PDV,
FRANCISCO QUEVEDO/QUEVEDOFK/PDV/PDVSA@PDV,

GONZALEZ/GONZALEZYD/EP/PDVSA@PDV, OSCAR CC LABRADOR/LABRADOROL/PDV/PDVSA@PDV, GONZALO ALARCON/ALARCONGA/PDV/PDVSA@PDV, VICTOR DELASCIO/DELASCIOV/MM/PDVSA@PDV, TULIO RINCON/RINCONT/EP/PDVSA@PDV

JESUS ANZOLA/ANZOLAJS/PDV/PDVSA@PDV, YAMARY

Asunto INSTRUCCIONES Y NOMINACIÓN DEL B/T TEAM ANIRA A/C INTRAKAMSA LOAD 20-22 OCT-2006 - CARDON

A continuación se encuentra la nominación del B/T TEAM ANIARA, el cual se encuentra nominado para tomar 240,000 barriles de GASOIL 0.2%S con destino a SINGAPORE, SINGAPORE en ventana de Carga Oct 20-22,2006 - CARDON

Favor tomar en cuenta las siguientes observaciones importantes :

- 1.- Se autoriza el atraque y carga del buque de acuerdo a nominación anexa.
- 2.- El buque deberá permancer fondeado hasta la confirmación de Finanzas internacionales sobre el pago del producto.
- 3.- Todo el tiempo por espera de esta confirmación será por cuenta del Cliente.
- 4.- NINGÚN TIPO DE DOCUMENTO PODRÁ SER ENTREGADO O REMITIDO AL CLIENTE HASTA QUE SEA AUTORIZADO POR ESTA MISMA VIA, a excepción de los analisis de los tanques de tierra emitidos por el inspector.
- 5.- Los detalles del Consignatario serán completados a la brevedad en la REV#1 de esta nominación.

#### Instrucciones para la toma de muestras:

La compañía inspectora SGS se encuentra plenamente autorizada para:

AA) tomar y retirar de las instalaciones de la refinería muestras de la compuesta final a bordo y tanques de tierra para su análisis

#### Agentes: SEAPORT AGENCIES, S.A.

Debe informar al terminal de Cardon los ETA's a las 72 horas, 48 horas y 24 horas. Debe enviar copia de **"todos"** los documentos inmediatamente después del zarpe a las siguientes personas:

Ing. César Chávez INTRAKAM S.A.

Email: cesarchavez@intrakam.com.mx

tel: 0052 844 4159161 fax: 0052 844 4390789

#### \* \*SGS

Debe informar inmediatamente al operador de guardia +58-412-6204211 o al operador Erwin Burger +58-212-7083119 o celular +58-412-2224663 si:

- La diferencia tierra / buque excede el 0.3% (con factor de experiencia) o el 0.5% (sin factor de experiencia)
- Si el producto no cumple con alguna de las calidades incluidas en esta nominación.

En caso de duda o requerir mayor información no dude en contactarme.

Saludos.

Erwin Burger Clean Product Operations PDVSA Pho: +58 212 7083119 Mob: +58 412 2224663

RUN DATE: 25/10/06	PDVSA PETROLEO, S.A.  MANUFACTURA Y MERCADEO  LOADING INSTRUCTIONS  RUN TIME: 10:27AM
PUERTO DE CARGA BUQUE RANGO DE CARGA RUTA	PUNTA CARDON, PORT, VENEZUELA (025114) TEAM ANIARA OCT-20-2006 HASTA: OCT-22-2006 164640 SEAPORT AGENCIES, S.A.
	N TOTAL A CARGAR POR CALIDADES  VOLUME (UOM) VOLUME (QTY)
GASOIL 0.2 PCT SULPH (42515)	JR/45 CETANE BARRILES 240,000.00
TOTAL	240,000.00
CLIENTE NO. CONTRATO CONSIGNADOR CONSIGNATARIO EXPORTADOR REGISTRO TIPO DE VENTA	INTRAKAM S.A. DE C.V. SA130239 PDVSA PETROLEO, S.A. WINTEK INTERNATIONAL PTE LTD PDVSA PETROLEO, S.A. FOB ORIGIN
NO PEGDA GUO	PARCELA #1
NO. DESPACHO NOMBRE DE PRODUCTO VOLUME TOLERANCIA CONTRATO DESTINO	GASOIL 0.2 PCT SULPHUR/45 CETANE 240,000.00 BARRILES MAS O MENOS 0% SINGAPORE, PORT SGS OIL, GAS & CHEMICALS SERVICES VENEZUELA (13)
@60F(15.5C)	N/A D287/1298 REPORT N/A N/A
ASH CONTENT CARBON RAMSBOTTOM CETANE INDEX	WT PCT D482 N/A N/A .01 WT PCT D524 N/A N/A .35 N/A D4737/D976 N/A 45 N/A

CLOUD POINT COLOR, ASTM CORROSION, CU, 3HRS@122F(50C)	CELSIUS N/A N/A	D2500 D1500 D130	N/A N/A N/A	N/A N/A N/A	10 3.0 2
DISTILLATION 50 PCT RECOVERED	CELSIUS	D86	N/A	N/A	290
DISTILLATION 90 PCT RECOVERED	CELSIUS	D86	N/A	N/A	360
DISTILLATION FBP	CELSIUS	D86	REPORT	N/A	N/A
DISTILLATION IBP	CELSIUS	D86	REPORT	N/A	N/A
FLASH POINT, PM	F	D93	N/A	140	N/A
SULPHUR CONTENT	WT PCT	D2622D4294	N/A	N/A	. 2
VISCOSITY KINEMATIC @ 40C	CST	D445	N/A	2.0	5.8
WATER AND SEDIMENT	VOL PCT	D2709	N/A	N/A	.1

INSTRUCCIONES DE DOCUMENTACION PUERTO DE CARGA

DISTRIBUCION DE LOS DOCUMENTOS N/A
COMENTARIOS DEL MOVIMIENTO N/A
COMENTARIOS DE LA DOCUMENTACION

#### INSTRUCCIONES DE DOCUMENTACION

DESTINATARIO :SINGAPORE, PORT

CONSIGNATARIO : WINTEK INTERNATIONAL PTE LTD

DOCUMENTOS	ORIGINALES	COPIAS
CERTIFICADO DE CALIDAD	1	5
CERTIFICADO DE CANTIDAD HIDROCARBURO	1	5
CERTIFICADO DE ORIGEN	1	5
CONOCIMIENTO DE EMBARQUE	3	5
HOJA DE TIEMPO	1	5
MANIFIESTO DE CARGA	1	5
RECIBO DE DOCUMENTOS	1	5
RECIBO DE MUESTRAS	1	5
REPORTE DE ULLAGE HIDROCARBURO	1 .	5

#### DISTRIBUCION DE DOCUMENTACION POR DESTINATARIO

PARA : CAPITAN DEL BUQUE

DOCUMENTOS	ORIGINALES	COPIAS
		=======
MANIFIESTO DE CARGA	0	1
CERTIFICADO DE ORIGEN	0	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	0	. 1
RECIBO DE DOCUMENTOS	. 0	1
CERTIFICADO DE CALIDAD	0	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0	. 1
HOJA DE TIEMPO	0	1
REPORTE DE ULLAGE HIDROCARBURO	<b>0</b> .	1

PARA : CONSIGNEE VIA CAPITAN DEL BUQUE

DOCUMENTOS	ORIGINALES	COPIAS
		=======
MANIFIESTO DE CARGA	0	1
CERTIFICADO DE ORIGEN	0 .	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	0	. 1
RECIBO DE DOCUMENTOS	0	1
CERTIFICADO DE CALIDAD	0 .	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0	1
HOJA DE TIEMPO	0 .	1
REPORTE DE ULLAGE HIDROCARBURO	0	1

PARA: CONSIGNEE VIA COURIER

ATT : TO BE ADVISE

DIR : WINTEK INTERNATIONAL PTE LTD - NO. 94 PANDAN LOOP, PANTECH

INDUSTRIAL COMPLEX SINGAPORE 128383

DOCUMENTOS	ORIGINALES	COPIAS
		======
MANÍFIESTO DE CARGA	. 1	1
CERTIFICADO DE ORIGEN	1.	1
RECIBO DE MUESTRAS	. 1	1
CONOCIMIENTO DE EMBARQUE	3	1
RECIBO DE DOCUMENTOS	1	1
CERTIFICADO DE CALIDAD	1	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	1	1
HOJA DE TIEMPO	1	1
REPORTE DE ULLAGE HIDROCARBURO	1	1

PARA: PDVSA ARCHIVO CARACAS

ATT : SRA NORA GAÑAN

DIR : EDIF. PDVSA - TORRE ESTE. PISO 9. LA CAMPIÑA. CARACAS TLF : +58-212-708-7012

EMAIL: GANANN@PDVSA.COM

DOCUMENTOS	ORIGINALES	COPIAS
	_=========	=======
MANIFIESTO DE CARGA	0	1
CERTIFICADO DE ORIGEN	0	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	. 0	1
RECIBO DE DOCUMENTOS	0	1
CERTIFICADO DE CALIDAD	0	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0	1
HOJA DE TIEMPO	0	1
REPORTE DE ULLAGE HIDROCARBURO	0	<b>.</b> 1

PARA : CONTABILIDAD DE PETROLEOS

MATT : SR MIGUEL BOLIVAR

DIR : EDIF. PDVSA - TORRE ESTE. PISO 1. LA CAMPIÑA. CARACAS

TLF : +58-212-7083607 EMAIL: BOLIVARMJ@PDVSA.COM

DOCUMENTOS ORIGINALES

MANIFIESTO DE CARGA	0	1
CERTIFICADO DE ORIGEN	0	1
RECIBO DE MUESTRAS	0	1
CONOCIMIENTO DE EMBARQUE	0	1
RECIBO DE DOCUMENTOS	0	1
CERTIFICADO DE CALIDAD	0	1
CERTIFICADO DE CANTIDAD HIDROCARBURO	0	1
HOJA DE TIEMPO	0	1
REPORTE DE ULLAGE HIDROCARBURO	0	1

Case 2:06-cv-15522-VM Document 19-28 Filed 02/02/2007 Page 12 of 22

FIN DE TEXTO

### **English Translation**

#### **EXHIBIT 26**

To:

Cc:

Cco:

Subject: Fw: REV#1: IMPORTANT INSTRUCTION!! B/T TEAM ANIRA – GASOIL 0.2%S SHIPMENT FOR INTRAKAM SA WINDOW 20-22 OCT-2006 – CARDON

History: This message has been replied to and forwarded

Good afternoon Mr. Burger, as discussed on the telephone during today's afternoon with you and Mr. Oswaldo Hernández, the situation caused by the MT TEAM ANIARA, which lifted a shipment of GASOIL 0.2%S for the client INTRAKAM S.A. DE C.V. and that remains anchored since October 26 at 14:00 hours since it doesn't have the available instructions of the letter of credit, must be resolved urgently. The impossibility to create an immediate solution to the situation in question will unfortunately lead us to possible administrative sanctions from both the SENIAT and the MENPET, since the month closing is being performed and this Entities have not received from our part the corresponding documentation.

#### Regards

Hipólito Suárez - Volumes and Times Analyst Cardón

---Forwarded by HIPOLITO SUAREZ/SUAREZHY/PDV/PDVSA dated 10/31/2006 06:15 p.m.---

To:

Cc:

Subject: Fw: REV#1: IMPORTANT INSTRUCTION!! B/T TEAM ANIARA – GASOIL 0.2%S SHIPMENT FOR INTRAKAM SA WINDOW 20-22 OCT-2006 – CARDON

BELOW PLEASE FIND WHAT YOU REQUESTED

Regards...

---Forwarded by DOCUMENTATION SUP/SUPD/MM/PDVSA dated 10/31/2006 06:11 p.m.---

To:

Cc:

Subject: Fw: REV#1: IMPORTANT INSTRUCTION!! B/T TEAM ANIARA – GASOIL 0.2%S SHIPMENT FOR INTRAKAM SA WINDOW 20-22 OCT-2006 – CARDON

Good morning gentlemen,

Since the ship has finalized operations in the terminal and to date no payment confirmation has been received, the terminal is authorized to proceed to anchor the ship while awaiting instructions. No type of documentation may be delivered until confirmation from CyS is received.

Regards,

Erwin Burger Clean Product Operations

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/27/2006 10:59 a.m.---

To:

Cc:

Subject: REV#1: IMPORTANT INSTRUCTION!! B/T TEAM ANIRA – GASOIL 0.2%S SHIPMENT FOR INTRAKAM SA WINDOW 20-22 OCT-2006 – CARDON

Good morning gentlemen,

Below please find the first revision of the nomination of the B/T TEAN ANIARA, which is nominated to lift 240,000 \*/+ 10% barrels of 0.45S Gasoil at the option of PDVSA for our client INTRAKAM with window 20-22/10, 2006.

In accordance with the (attached) message sent by Ms. Yamary González, the volume to be loaded is confirmed to be 264,000 bbls (240,000 + 10%).

Due to the particular characteristics of this shipment, taking note of the following important observations is appreciated:

- 1.- Once the loading operation and the quantity inspection are terminated, the ship will proceed to the anchoring [fondeo] area awaiting for the confirmation of Commerce and Supply (Caracas) giving the approval after the confirmation of our International Finances Management on the payment of the product.
- 2.- All the waiting time for this confirmation shall be on the Client's account.
- 3.- NO DOCUMENT SHALL BE DELIVERED OR FORWARDED TO THE CLIENT UNTIL IT IS AUTHORIZED BY THIS SAME CHANNEL. (including the volumetric results and qualities).
- 4.- It is recommended to notify the port authorities for such ship's custody and to deny the sailing permit until confirmation by PDVSA is obtained.

A I IN: SEAPOR I SERVICES. Properly inform its principals of the actions taxon by I D vis	EAPORT SERVICES. Properly inform its principals of the actions taken by PD'
---	---

### This revision refers to the quantity of product to be loaded, which is referred below:

SYSTEM: PW*STARS	MANUFACT	ROLEO, S.A. FURA Y MERCADEO NSTRUCTIONS	0
RUN DATE: 27/10/06	-		RUN TIME: 08:29AM
PORT OF LOADING	PUNTA CAI	RDON, PORT, VENE	ZUELA (025114)
SHIP	TEAM ANIA	ARA	
LOADING RANGE	OCT-20-200	6 UNTIL: OC	CT-22-2006
ROUTE	164640		
AGENT	SEAPORT A	GENCIES, S.A.	
TOTAL	L VOLUME TO	LOAD BY QUALIT	TIES
PRODUCT		VOLUME (UOM)	VOLUME (QTY)
GASOIL 0.2 PCT SULPHUR/4 (42515)	5 CETANE	BARRELS	264,000.00
TOTAL			264,000.00

CLIENT INTRAKAM S.A. DE C.V.

CONTRACT NO. SA130239

CONSIGNOR PDVSA PETROLEO, S.A.
CONSIGNEE WINTEK INTERNATIONAL PTE LTD.

REGISTER EXPORTER PDVSA PETROLEO, S.A.

TYPE OF SALE FOB ORIGIN

,	PARCEL #1
NO. DISPATCH	410051
NAME OF PRODUCT	GASOIL 0.2 PCT SULPHUR/45 CETANE
VOLUME	264,000.00 BARRILES
CONTRACT TOLERANCE	PLUS OR MINUS 0%
DESTINATION	SINGAPORE, PORT
INSPECTOR	SGS OIL, GAS & CHEMICALS SERVICES VENEZUELA
	(13)
INSPECTION COSTS	SPLIT 50/50

The rest of the information contained in thi	s nomination remains without changes.
************	***************
*****	•

In case of any doubt, please contact us.

Regards,

Erwin Burger **Clean Product Operations** 

---Forwarded by ERWIN BURGER/BURGERE/PDV/PDVSA dated 10/27/2006 08:26 a.m.---

Good evening gentlemen,

Following the instructions of the Commerce and Operations Management we instruct the Punta Cardon terminal to leave the B/T TEAM ANIARA anchored awaiting for the confirmation of the payment of the shipment and an additional 10% over the nominated 240,000 barrels, for a total of 264,000 barrels.

The B/T TEAM ANIARA has an estimate to terminate its original load (240,000 barrels) at 22:00 hours of tday, October 26. Therefore "ALL" the delays generated in expectation of the additional 10%, as well as the payment confirmation shall be on the account of our client INTRAKAM.

Tomorrow morning Mr. Erwin Burger will be sending the corrected nomination with these changes.

Regards, Yamary González

---Forwarded by YAMARI GONZALEZ/GONZALEZYD/EP/PDVSA dated 10/26/2006 08:52 p.m.---

Good morning gentlemen,

Below please find the nomination of the B/T TEAM ANIARA, which is nominated to take 240,000 barrels of GASOIL 0.2%S directed to SINGAPORE, SINGAPORE in Charge window Oct 20-22, 2006 - CARDON

Please take into account the following important observations:

1.- The mooring and loading of the ship is authorized in accordance with the annexed nomination.

- 2.- The ship shall remain anchored [fondeado] until the confirmation of International Finances about the payment of the product.
- 3.- All the waiting time of this confirmation shall be on the Client's account.
- 4.- NO TYPE OF DOCUMENT MAY BE DELIVERED OR FORWARDED TO THE CLIENT UNTIL IT IS AUTHORIZED BY THIS SAME WAY, with exception of the analysis of the ground tanks issued by the inspector.
- 5.- The details of the consignee shall be completed as soon as possible in the REV#1 of this nomination.

#### Instructions to take-samples:

The inspection company SGS is completely authorized to:

AA) take and retrieve from the refinery's installations samples of the final composition on board and land tanks for its analysis.

#### Agents: SEAPORT AGENCIES, S.A.

Must inform to the Cardon terminal the ETA's at 72 hours, 48 hours and 24 hours. Must send copies of "all" the documents immediately after the departure to the following people:

César Chávez INTRAKAM, S.A. de C.V.

#### \* \*SGS

Must immediately inform the operator on duty +58-412-6204211 or the operator Erwin Burger +58-212-7083119 or cell phone +58-412-2224663 if:

- The difference land/ship exceeds 0.3% (with experience factor) or 0.50% (without experience factor)
- If the product does not comply any of the qualities indicated in this nomination.

In case of any doubt or should you require more information, don't hesitate to contact me.

Regards,

Erwin Burger **Clean Product Operations** 

PDVSA PETROLEO, S.A. SYSTEM: PW\*STARS MANUFACTURA Y MERCADEO LOADING INSTRUCTIONS **RUN TIME: 10:27/M RUN DATE: 25/10/06** 

LOADING PORT	PUNTA CARDON, PORT, VENEZUELA (025114)
SHIP	TEAM ANIARA
RANGE OF LOADING	OCT-20-2006 UNTIL: OCT-22-2006
ROUTE	164640
AGENT	SEAPORT AGENCIES, S.A.
TOTAL	VOLUME TO LOAD BY QUALITIES
PRODUCT	VOLUME (UOM) VOLUME (QTY
GASOIL 0.2 PCT SULPHUR/45 CETANE (42515)	BARRELS 240,000.00
TOTAL	240,000.00

CLIENT INTRAKAM S.A. DE C.V. NO. CONTRACT SA130239 CONSIGNOR PDVSA PETROLEO, S.A.

CONSIGNEE WINTEK INTERNATIONAL PTE LTD

REGISTER EXPORTER PDVSA PETROLEO, S.A.

TYPE OF SALE FOB ORIGIN

PARCEL #1		
NO. DISPATCH	410051	
NAME OF PRODUCT	GASOIL 0.2 PCT SULPHUR/45 CETANE	
VOLUME	240,000.00 BARRELS	
CONTRACT TOLERANCE	PLUS OR MINUS 0%	
DESTINATION	SINGAPORE, PORT	
INSPECTOR	SGS OIL, GAS & CHEMICALS SERVICES VENEZUELA (13)	
INSPECTION COSTS	SPLIT 50/50	

GUARANTEED QUALITY QUALITY SPECS. API GRAVITY	UM N/A	METHOD D287/1298	TYPE REPORT	MIN N/A	MAX N/A
@60F(15.5C) ASH CONTENT CARBON RAMSBOTTOM	WT PCT WT PCT	D482 D524	N/A N/A	N/A N/A	.01
CETANE INDEX CLOUD POINT	N/A CELSIUS	D4737/D976 D2500 D1500	N/A N/A N/A	45 N/A N/A	N/A 10 3.0
COLOR, ASTM CORROSION, CU,	N/A N/A	D1300	N/A N/A	N/A	2

3HRS@122F(50C)					
DISTILLATION 50 PCT	CELSIUS	D86	N/A	N/A	290
RECOVERED					
DISTILLATION 90 PCT	CELSIUS	D86	N/A	N/A	360
RECOVERED	•				
DISTILLATION FBP	CELSIUS	D86	REPORT	N/A	N/A
DISTILLATION IBP	CELSIUS	D86	REPORT	N/A	N/A
FLASH POINT, PM	F	D93	N/A	140	N/A
SULPHUR CONTENT	WT PCT	D2622D429	4N/A	N/A	.2
VISCOSITY KINEMATIC	CST	D445	N/A	2.0	5.8
@ 40C		-			
WATER AND SEDIMENT	VOL PCT	D2709	N/A	N/A	.1

DOCUMENTATION INSTRUCTIONS PORT OF LOADING

DOCUMENT DISTRIBUTION N/A

MOVEMENT COMMENTS N/A

ADDRESSEE

**DOCUMENTATION COMMENTS** 

#### DOCUMENTATION INSTRUCTIONS

: SINGAPORE, PORT

: WINTEK INTERNATIONAL PTE LTD CONSIGNEE **COPIES** ORIGINALS **DOCUMENTS** 5 1 **QUALITY CERTIFICATE** HYDROCARBON QUANTITY CERTIFICATE ORIGIN CERTIFICATE BILL OF LADING TIME SHEET SHIP'S MANIFEST RECEIPT OF DOCUMENTS RECEIPT OF SAMPLES HYDROCARBON ULLAGE REPORT

DOCUMENTATION DISTRIBUTION BY ADDRESSEE

TO: SHIP CAPTAIN

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	0	1
ORIGIN CERTIFICATE	0	. 1
RECEIPT OF SAMPLES	0	1
SHIP'S MANIFEST	0	1
RECEIPT OF DOCUMENTS	. 0	1
QUALITY CERTIFICATE	0	1
HYDROCARBON QUANTITY CERTIFICATE	0	1
TIME SHEET	0	1
HYDROCARBON ULLAGE REPORT	0	1

TO: CONSIGNEE VIA SHIP CAPTAIN

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	. 0	1 .
ORIGIN CERTIFICATE	0	1
RECEIPT OF SAMPLES	0	1
SHIP'S MANIFEST	. 0	1
RECEIPT OF DOCUMENTS	0	1
QUALITY CERTIFICATE	0	1
HYDROCARBON QUANTITY CERTIFICATE	0	1
TIME SHEET	0	1
HYDROCARBON ULLAGE REPORT	0	1

TO: CONSIGNEE VIA COURIER

ATT: TO BE ADVISE

DIR : WINTEK INTERNATIONAL PTE LTD - NO. 94 PANDAN LOOP, PANTECH

INDUSTRIAL COMPLEX SINGAPORE 128383

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	1	1
ORIGIN CERTIFICATE	1	1
RECEIPT OF SAMPLES	1	1
SHIP'S MANIFEST	3	1
RECEIPT OF DOCUMENTS	1	1
QUALITY CERTIFICATE	1 .	1
HYDROCARBON QUANTITY CERTIFICATE	1	1
TIME SHEET	. 1	1
HYDROCARBON ULLAGE REPORT	1	1

TO : PDVSA FILE CARACAS ATT : SRA NORA GAÑAN DIR : EDIF. PDVSA - TORRE ESTE. PISO 9. LA CAMPIÑA. CARACAS

TLF : +58-212-708-7012

EMAIL: GANANN@PDVSA.COM

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	0	1
ORIGIN CERTIFICATE	0	1
RECEIPT OF SAMPLES	0	1
SHIP'S MANIFEST	0	1
RECEIPT OF DOCUMENTS	0	1
QUALITY CERTIFICATE	. 0,	1
HYDROCARBON QUANTITY CERTIFICATE	· _ 0	1
TIME SHEET	0	1
HYDROCARBON ULLAGE REPORT	0	1

TO: PETROLEUM ACCOUNTING

ATT : SR MIGUEL BOLIVAR

DIR : EDIF. PDVSA - TORRE ESTE. PISO 1. LA CAMPIÑA. CARACAS

TLF : +58-212-7083607

EMAIL: BOLIVARMJ@PDVSA.COM

DOCUMENTS	ORIGINALS	COPIES
BILL OF LADING	0	1
ORIGIN CERTIFICATE	0 ·	1.
RECEIPT OF SAMPLES	. 0	1
SHIP'S MANIFEST	0	1
RECEIPT OF DOCUMENTS	0 .	1
OUALITY CERTIFICATE	0	1 .
HYDROCARBON QUANTITY CERTIFICATE	0	. 1
TIME SHEET	0	1 .
HYDROCARBON ULLAGE REPORT	0	1

**END OF TEXT** 

# EXHIBIT 27



"Ing. Cesar Chavez" <cesarchavez@intrakam .com. mx>

31/10/2006 06:19 p.m.

Para

MARIA MAYELA LOZADA <lozadamm@pdvsa.com>, ERWIN BURGER <br/>burgere@pdvsa.com>

CC

cco

Asunto Team Aniara

Estimada María,

Ya nos aviso nuestro cliente que definitivamente termina el procedimiento mañana y el barco podra salir al fin.

Ya resolvio todo los puntos faltantes,

Gracias por su paciencia y mañana mismo le trasmitimos todo lo que nos envie el comprador,

Cordiales saludos

César Chávez

# **English Translation**

### **EXHIBIT 27**

To: Cc:

Cco: Subject: Team Aniara

Dear María,

Our client has notified us that he will definitely terminate the proceeding tomorrow and that the ship will be finally able to depart.

He resolved the pending points,

Thank you for your patience and we will send you tomorrow everything we receive from the buyer,

Kind regards

César Chávez

EXHIBIT 28



**HUMBERTO** FERRIN/FERRINH/PDV/PDV SA

02/11/2006 08:43 a.m.

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx> Para

MARIA MAYELA LOZADA < lozadamm@pdvsa.com>, ARCADIO ROSAS <rosasav@pdvsa.com>, MARIA SILVA

<silvamgj@pdvsa.com>, CARLOS VASQUEZ

cc <vasquezcl@pdvsa.com>, GILMER GONZALEZ/GONZALEZGGX/PDV/PDVSA@PDV, CAROLA BEJARANO/BEJARANOCC/PDV/PDVSA@PDV, MARIA SILVA/SILVAMGJ/PDV/PDVSA@PDV

CCO

Re: Rm: Pago pendiente INTRAKAM Buque TEAM ANIARA/ Asunto 4to request

Buenos días Sr. Chavez.

No nos queda claro con su e-mail si el pago que se va a recibir en las cuentas de PDVSA cubrirá la totalidad de la ultima Proforma emitida, la cual asciende a USD 17.201.368,80. En caso de recibir un monto menor al estipulado, lamentablemente no se podrá autorizar el zarpe de su barco hasta no completar el monto adeudado y le recordamos que las demoras causadas hasta este momento no pueden ser imputables a PDVSA.

Quedamos a su disposición ante cualquier duda que tenga al respecto.

Saludos,

Humberto Ferrín **Products Contract Administration Manager** PDVSA Petróleo SA Phone office 58 212 708 1390 Fax Number 58 212 708 3570

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx>

01/11/2006 02:11 p.m.

Para MARIA SILVA <silvamgj@pdvsa.com>

CARLOS VASQUEZ <vasquezcl@pdvsa.com>, ARCADIO ROSAS <rosasav@pdvsa.com>, MARIA MAYELA LOZADA <lozadamm@pdvsa.com>, HUMBERTO FERRIN

<ferrinh@pdvsa.com>

Re: Rm: Pago pendiente INTRAKAM Buque TEAM ANIARA/ Asunto

on [DATE], [NAME] at [ADDRESS] wrote:

Buenos Días Señores

Favor informar por esta misma vía , el status del pago para levantar el cargamento de Gasoil desde Punta Cardon el cual no se ha realizado aun , pues en las cuentas **de PDVSA al dia de hoy no existe ningún ingreso** que avale el pago de dicho cargamento, se les recuerda que este pago es necesario para llevar a cabo el cargamento..

En espera de sus comentarios y pronta respuesta

Saludos

----- Remitido por HUMBERTO FERRIN/FERRINH/PDV/PDVSA con fecha 31/10/2006 11:38 a.m. ----- MARIA MAYELA LOZADA/LOZADAMM/PDV/PDVSA 31/10/2006 10:48 a.m.

Para

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>

CC

HUMBERTO FERRIN/FERRINH/PDV/PDVSA@PDV

Asunto

Pago pendiente INTRAKAM Buque TEAM ANIARAVÍNCUIO <
Notes:///04256CE100582029/9EAA48E94868DACB042571D20058172
5/2C74754F80DC5A9E042572170068BACE>

Buenos días Sr Chavez: recibi la información donde Usted informa que el pago lo recibiremos por 17.139.840 USD, pero ese monto no cubre el total de la factura Proforma de 17.201.368,80 USD que debemos recibir como prepago, por lo que el Buque no podría zarpar sin ese pago total de la Proforma.

A pesar de que el Contrato no lo contempla, estamos sacando los cálculos estimados con los barriles que finalmente cargó el Buque, pero las cotizaciones definitivas aún no han transcurrido, debido a que la fecha de B/L es 27 de Octubre, los días de preciación para la Factura Definitiva son 30 y 31 de Octubre y el 01 de Noviembre (los tres inclusive).

Gasoil N°2 Singapore Platt's / \$/MT

531.4753

26-Oct-06 540.9992 27-Oct-06 526.0046 30-Oct-06 527.4220

AVER AGE

Utilizando las tres cotizaciones más cercanas al B/L 26,27 y 30 Oct (arriba detalladas), nos da un precio total de 67.0607 USD/BBL, lo que daría un total a pagar de 17.656.747,01 USD.

Debemos regirnos por el Contrato y por tal motivo es necesario que PDVSA reciba al menos el monto total que se le envió con la segunda factura proforma N°381700-0 por la cantidad de 17.201.368,80 USD

17.139.840,00 USD pago que Usted ofreció 17.201.368,80 USD monto de la Proforma N°381700-0 61.628,80 USD

Esos 61.628,80 USD son necesarios para cubrir el monto de la Proforma para poder autorizar el zarpe del Buque. Hasta este momento Finanzas Internacionales me informó que PDVSA no ha recibido ningún pago de parte de Ustedes.

Estamos a la espera del pago que cubre el total de la Factura Proforma Nº381700-0.

Saludos, Mayela Lozada Administrador de Contratos de Productos Comercio y Suministro Telf: 212-7083148

Fax:: 212-7083570

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx> 10/30/2006 03:00 PM

Para

MARIA MAYELA LOZADA <lozadamm@pdvsa.com>

CC

ERWIN BURGER <burgere@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, GILMER GONZALEZ <gonzalezggx@pdvsa.com>, CARLOS VASQUEZ <vasquezcl@pdvsa.com>

Asunto

Re: INCONSISTENCIAS EN FORMULA DE PRECIO

Estimada Maria,

Se dio la orden de enviar 17.139,840 US\$ al banco de PDVSA, cualquier discrepancia se puede organizar despues de emitidos los BL y SGS finales.

El barco debe zarpar mañana en cuanto PDVSA reciba en su cuenta la

confirmacion,

Cordiales saludos,

César Chávez INTAKAM SA de CV

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### Estimada María,

Nuestras negociaciones no han resultado como lo habiamos externado, les solicitamos una disculpa por ello. Asimismo, les notificamos que la operación se estará cerrando entre la tarde de hoy y el día de mañana.

Saludos

César Chávez INTRAKAM SA de CV

# **English Translation**

#### EXHIBIT 28

To: Ing. Cesar Chavez <cesarchavez@intrakam.com.mx>; MARIA MAYELA LOZADA <lozaamm@pdvsa.com>, ARCADIO ROSAS <rosasav</li> Cc:

Subject: Intrakam pending payment Ship Team Aniara

Good morning Mr. Chávez,

It is not clear to us from your e-mail if the payment that will be received in PDVSA's accounts will cover the last Proforma invoice that was issued in the amount of USD 17.201.368,80. If we receive a smaller amount than that stipulated, we unfortunately will not be able to authorize the departure of your ship until the outstanding amount is received and we remind you that the delays until now cannot be attributed to PDVSA.

We are available to discuss any concerns that you may have regarding this matter.

Regards,

Humberto Ferrín **Products Contract Administration Manager** PDVSA Petróleo SA

To:

Subject: Re: Fw: Pending payment INTRAKAM Ship TEAM ANIARA/4th request

on [DATE], [NAME] at [ADDRESS] wrote:

Good morning gentlemen,

Please inform by e-mail of the status of the payment required to lift the Gasoil shipment from Punta Cardon, as this hasn't been completed yet. To date no money has been received in PDVSA's accounts evidencing the payment for this shipment. We want to remind you that such payment is necessary to make the shipment.

We await your prompt response and comments.

#### Regards

---Forwarded by HUMBERTO FERRIN/FERRINH/PDV/PDVSA dated 10/31/2006 11:38 a.m.-

To:

Cc:

Subject: Pending payment INTRAKAM Ship TEAM ANIARA

Good morning Mr. Chávez: I received the information where you informed me that we will receive payment in the amount of 17,139,840 USD, but this amount does not cover the total amount of the Proforma invoice of 17,201,368.80 USD that we have to receive as prepayment. Therefore the Ship will not be able to sail unless we receive the total payment specified by the Proforma invoice.

Even though the Contract does not contemplate it, we are making an estimated calculation based on the barrels that were actually loaded into the Ship. We do not yet have an exact quote because the date of the B/L is October 27, and the days for pricing the Definitive Invoice are October 30 and 31 and November 1 (inclusive).

## Gasoil N°2 Singapore Platt's / \$/MT

Oct-26-06	540.9992
Oct-27-06	526.0046
Oct-30-06	527.4220
AVERAGE	531 4753

Using the closest three quotations to the B/L 26, 27 and 30 Oct (detailed above), gives us a total price of 67.0607 USD/BBL, which would make the total payment of 17,656,747.01 USD.

We must act in accordance with the Contract, and it is therefore necessary that PDVSA receive at least the total amount of the second Proforma invoice N°381700-0 in the amount of 17,201,368.80 USD

```
17,139,840.00 USD payment that you offered 

17,201,368.80 USD amount of Proforma invoice N°381700-0 

61,628.80 USD
```

The remaining 61,628.80 USD is necessary to cover the amount of the Proforma invoice in order for us to be able to authorize the departure of the ship. Until now, the Department of International Finance has informed me that PDVSA has not received any payment from you.

We are awaiting payment that covers the total amount of Proforma Invoice N°381700-0.

Regards, Mayela Lozada Products Contracts Manager

To: Cc:

Subject: Re: INCONSISTENCIES IN THE PRICING FORMULA

Dear Maria,

We gave the order to send 17,139,840 US\$ to PDVSA's bank. Any discrepancy can be resolved after the final BL and SGS have been issued.

The ship must leave tomorrow as soon as PDVSA receives the confirmation in its account.

Kind regards,

César Chávez INTRAKAM, S.A. de C.V.

[Legal disclaimer of PDVSA e-mails]

Dear María,

Our negotiations have not proceeded as we had indicated. We apologize for that. In addition, we notify you that the transaction will be closing either this afternoon or tomorrow.

Regards,

César Chávez INTRAKAM, S.A. de C.V.



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx> 02/11/2006 05:35 p.m.

MARIA MAYELA LOZADA <lozadamm@pdvsa.com>,
MARIA SILVA <silvamgj@pdvsa.com>, CARLOS VASQUEZ

Para <vasquezcl@pdvsa.com>, LUIS VASQUEZ
<vasquezlez@pdvsa.com>, JOSE SEBA
<sebaj@pdvsa.com>
ERWIN BURGER <burgere@pdvsa.com>, ARCADIO
cc ROSAS <rosasav@pdvsa.com>, GILMER GONZALEZ

Page 2 of 4

CCO

Asunto Team Aniara

<gonzalezggx@pdvsa.com>

Historial:

🕏 Este mensaje ha sido remitido.

Estimados Señores,

Una vez más me disculpo, pero nuestros clientes nos han quedado mal. Sinembargo, nuestro interes continua hoy más que nunca y ya hemos contactado un cliente extremadamente seguro, que nos permitirá cumplir con el compromiso adquirido.

Por lo anterior, solicito cambio de destino para llevar el producto a Ecuador.

Saludos

CESAR CHAVEZ INTRAKAM SA DE CV

# English Translation

To: Cc: Cco:

Subject: Team Aniara

History: This message has been forwarded.

Dear Sirs,

I apologize again, but our clients have failed to perform. Nonetheless, we are still very interested in this transaction and we have already contacted another client of whom we are very sure, which will allow us to honor our commitment.

Due to the foregoing, I request that we change the destination of the product to Ecuador.

Regards,

CÉSAR CHÁVEZ INTRAKAM, S.A. de C.V.



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx>

03/11/2006 10:00 p.m.

Para MARIA SILVA <silvamgj@pdvsa.com>

MARIA MAYELA LOZADA <lozadamm@pdvsa.com>, ERWIN BURGER <bur>
cc GONZALEZ <gonzalezggx@pdvsa.com>, CARLOS <br/>VASQUEZ <vasquezcl@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, ADAM KAMARA <drkamara@intrakam.com.mx>

CCO

Asunto Fwd: Fw: I.C.P.O. DE Dynoil, Team Aniara

#### ESTIMADA MARIA,

LE INFORMO QUE EL DÍA DE HOY DYNOIL, LES HA ENVIADO UN FIRME, CERRANDO LA COMPRA DEL CARGAMENTO DE DIESEL, POR MEDIO DE UN I.C.P.O., Y, QUE AMANECIENDO EL LUNES EN VENEZUELA, EL BANCO DEL COMPRADOR DEBERA DE HABER PAGADO A PDVSA, EN EL J.P.MORGAN CHASSE DE NEW YORK, EL MONTO DEL CARGAMENTO DEL BUQUE EN DISTRESS.

CESAR CHÁVEZ INTRAKAM SA DE CV

- ICPO TO ADVANCEŠMT\_11-03-06.pdf



Date: November 3<sup>rd</sup>, 2006

To: Advanced Engineering Development LTD / Intracam S.A. de C.V.

Att: Mrs. Irini Nicoletos (Director)

## IRREVOCABLE CORPORATE PURCHASE ORDER - ICPO

# No. Intrk / Advan / PDV / Team Aniara D-2 No. 015

We, **Dynoil L.L.C.**, a Delaware Limited Liability Company, formed in the State of Delaware, USA, under N° 3999644 with offices in Newport Beach, CA 92658 (PO Box 11866), represented by **A. Vernon Wright**, Passport N° 038629409, with full legal and corporate authority and responsibility, hereby state and represent, confirm that we are ready willing and able, to purchase the commodity **Diesel D2 Low Sulfhur (max 0.02 % wt total Sulphur)**, as per the specification and in the quantity and for price as specified in the terms and conditions as stated below. from Petroleos de Venezuela S.A. – PDVSA.

### 1. Product Description:

End Seller:

Advanced Engineering Development LTD / Intracam S.A. de C.V.

Seller (Suplier):

Petroleos de Venezuela S.A. (PDVSA) Venezuela / PDVSA System

Origin: Product:

DIESEL – D2

Specifications:

Sulphur 0.02% max - Cetane 45 min, and as per contract.

Quantity:

35'708.07 MT (Already loaded n the M/T Team Aniara berh at Punta Cardon

Terminal)

Term:

Spot

Delivery:

CIF

#### 2. Terms and Conditions:

Loading Port:

Punta Cardon Terminal (PDVSA System)

Port of Destiny:

TBA on Monday November 6th, 2006

Price:

CIF - TBA on Monday November 6th, 2006

Payment:

Guarantied by one hundred and ten percent (1100%) Irrevocable, and Comfirm,

Documentary Letter of Credit in Favor to PDVSA.

Inspection:

All ready done by SGS

Procedure:

As per contract.

### 3. End Buyer Bank Coordinates:

Bank name:

Credit Suisse

Address:

Trade Finance Service Center

Place Cornivan, Rue de Lausanne 17-19

1211 Geneve 2 - CH

#### DYNOIL LLC

P.O. BOX 11866 NEWPORT BEACH, CA 92658

Telephone: (949) 584-6198 Facsimile: (949) 448-0515

e-mail: <u>a.v.wright@dynoil.com</u> web site: <u>www.dynoil.org</u>

Page 1

**PDVSA** October 12, 2006 Page 2

Account Name:

Dynoil LLC

Swift:

CRESCHZZ12A

Bank Officer Name:

Mr. Guy Barras

Bank Officer Phone:

+41-22-393-2581 +41-22-393-2334

Bank Officer Fax: Email:

guy.barras@credit-suisse

Advanced Engineering Development LTD / Intracam S.A. de C.V. and/or PDVSA is by means of this I.C.P.O. fully authorized to proceed with a soft probe of our financial capability contacting our bank officer.

We warrant that this I.C.P.O. N° No. Intrk / Advan / PDV / Team Aniara D-2 No. 015, is the only one we accept as valid as of today.

For any questions about this deal, please contact our representative in Venezuela, the Eng. Víctor Gómez (Phones: (0212) 959.1610 / 959.8476 / 959.7561 or (0414) 794.1985 / e-mail: vigomez@gmail.com )

Sincerely,

By and on behalf of DYNOIL LLC

Sincerely,

By and on behalf of

Dynoil LLC, Registration # 3999644 **Delaware Limited Liability** Company July 13, 2005

Name: Title:

A. Vernon Wright

Passport N°:

President (CEO)

Country:

United States of America

Expiration Date: September 13, 2013

DYNOIL LLC

P.O. BOX 11866, NEWPORT BEACH, CA 92658 TELEPHONE: (949) 584-6198 FACSIMILE: (949) 448-0515

> EMAIL: A.V.WRIGHT@DYNOIL.COM WEB SITE: WWW.DYNOIL.ORG

# **English Translation**

To:

Cc:

Cco:

Subject: Fwd: Fw: I.C.P.O. DE Dynoil, Team Aniara

DEAR MARÍA,

I INFORM YOU THAT TODAY, DYNOIL, HAS SENT YOU A FIRM OFFER, CLOSING THE PURCHASE OF THE DIESEL SHIPMENT, THROUGH AN I.C.P.O., AND THAT BY MONDAY MORNING (VENEZUELA TIME), THE PURCHASER'S BANK SHALL HAVE PAID TO PDVSA, IN J.P. MORGAN CHASE OF NEW YORK, THE AMOUNT OF THE CARGO OF THE SHIP IN DISTRESS.

CÉSAR CHÁVEZ INTRAKAM, S.A. de C.V.

[Attachment – ICPO TO ADVANCESMT\_11-03-06.pdf]



"Ing. Cesar Chavez"
<cesarchavez@intrakam.com
.mx>
06/11/2006 05:20 p.m.

HUMBERTO FERRIN <a href="mailto:ref">FERRIN <a href">FERRIN <a href="mailto:ref">FERRIN <a href="mailto:ref">FERRIN <a href="mailto:ref">FERRIN <a href">FERRIN <a href="mailto:ref">FERRIN <a href">FERRIN <a hre

CCO

Asunto Dynoil

ESTIMADOS SENORES, RECIBIDO DE DYNOIL, esperamos y seguimos trabajando,

SALUDOS,

CESAR CHAVEZ

This is to confirm that Dynoil will open its purchase letter of credit by no later than close of business Tuesday, November 7, 2006. Dynoil is prepared to cover any demurrage incurred from said date to the sailing of the cargo under Dynoil's Bill of Lading.

Please have PDVSA confirm in writing that the cargo on Team Aniara is Dynoil's cargo.

Best,

For and on behalf of Dynoil LLC.

A. Vernon Wright

A. Vernon Wright

Chief Executive Officer

Dynoil L.L.C.

a Delaware Limited Liability Company

P.O. Box 11866

Newport Beach, California 92658

Telephone: (949) 584-6198 (Direct)

Telephone: (949) 203-8602

Facsimile: (949) 448-0515 (Direct)

E-Mail: a.v.wright@dynoil.com (Direct)

Facsimile: (949) 203-8602

Facsimile: (208) 975-5833

Web Page: www.dynoil.org <http://www.dynoil.org/>

- image001.jpg



dewport Beach, CA 92658 .O. Box 11866 Vernon Wright Executive Officer -584-6198 tynoil.com 悉-0515

# **English Translation**

To: Cc:

Cco:

Subject: Dynoil

DEAR SIRS,

RECEIVED FROM DYNOIL, we are waiting and we will keep working,

REGARDS,

**CESAR CHAVEZ** 

[text in English]



"Ing. Cesar Chavez" <cesarchavez@intrakam.com</pre> .mx>

08/11/2006 06:47 p.m.

·MARIA SILVA <silvamgj@pdvsa.com>, ·MARIA MAYELA Para LOZADA < lozadamm@pdvsa.com>, HUMBERTO FERRIN <ferrinh@pdvsa.com> GILMER GONZALEZ <gonzalezggx@pdvsa.com>, cc CARLOS VASQUEZ <vasquezcl@pdvsa.com>, JOSE

SEBA <sebaj@pdvsa.com>

CCO

Asunto Desistimiento Team Aniara

Historial:

Este mensaje ha sido remitido.

Estimados Señores,

Debido a distintas circusntancias y principalmente a la falta de seriedad del cliente final, nuestra empresa se ve en la penosa necesidad de manifestarles EL DESESTIMIENTO DEL CARGAMENTO que se nos habia aprobado. Esta incomoda medida se toma después de haber agotado distintas alternativas. Sinembargo, el motivo principal es darle una solución al problema y evitar se sigan generando mayores gastos.

Nos reiteramos a sus apreciables ordenes y en espera de una nueva oportunidad.

Saludos cordiales

César Chávez INTRAKAM SA de CV

# **English Translation**

To: Cc: Cco:

Subject: Abandonment Team Aniara

History: This message has been forwarded.

Dear Sirs,

Due to several circumstances and mainly to the lack of seriousness of our final client, our company is in the distressing situation of having to tell you of the ABANDONMENT OF THE SHIPMENT that had been approved for us. This uncomfortable measure is being taken after having pursued other alternatives. Nonetheless, the principal reason for doing this is to provide a final solution to the problem and to avoid creating further expenses.

We make ourselves available at your convenience and we await a new opportunity.

Kind regards

César Chávez INTRAKAM, S.A. de C.V.



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx> 10/11/2006 05:40 p.m.

MARIA SILVA <silvamgj@pdvsa.com>, HUMBERTO Para FERRIN <a href="mailto:rerinh@pdvsa.com">FERRIN <a href="mailto:rerinh@pd <lozadamm@pdvsa.com> ERWIN BURGER <burgere@pdvsa.com>, CARLOS VASQUEZ <vasquezcl@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, GILMER GONZALEZ <gonzalezggx@pdvsa.com>

CCO

Asunto Team Aniara Muskat

## Estimados Senores:

1. La carta de crédito en el banco de PDVSA en condiciones CIF

2. Por favor que alguien de PDVSA se comunique con el armador y organize el CP y garantize su flete, nosotros garantizamos las demoras.

3. Que el Senor Edwin Burger sea notificado que Muskat es el ususario final y lo llamará para organizar documentos etc y salida del barco

Cordiales saludos,

Cesar Chávez INTRAKAM SA de CV

# **English Translation**

To: Cc: Cco:

Subject: Team Aniara Muskat

### Dear Sirs:

- 1. The letter of credit in PDVSA's bank in CIF conditions
- 2. Please have someone from PDVSA get in touch with the ship owner and organize the CP and guarantee its freight. We guarantee any delays.
- 3. Please notify Mr. Edwin Burger that Muskat is the final user and it will call him to organize documents etc and the departure of the ship.

## Kind regards,

· César Chávez INTRAKAM, S.A. de C.V.



"Ing. Cesar Chavez" <cesarchavez@intrakam.co m.mx>

11/11/2006 10:52 a.m.

Para ·MARIA SILVA <silvamgj@pdvsa.com>

ARCADIO ROSAS <rosasav@pdvsa.com>, GiLMER GONZALEZ <gonzalezggx@pdvsa.com>

Page 2 of 6

CCO

Asunto FW: Letter of Credit Team Aniara

----- Mensaje reenviado

De: Ing. Cesar Chavez <cesarchavez@intrakam.com.mx>

Fecha: Fri, 10 Nov 2006 15:31:00 -0600

Para: MARIA SILVA <silvamgj@pdvsa.com>, MARIA MAYELA LOZADA

<lozadamm@pdvsa.com>, HUMBERTO FERRIN <ferrinh@pdvsa.com>, CARLOS VASQUEZ

<vasquezcl@pdvsa.com>

CC: ERWIN BURGER <burgere@pdvsa.com>, GILMER GONZALEZ <gonzalezggx@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>
Asunto: Letter of Credit Team Aniara

Estimados Senores,

Esta es la copia de la carta de crédito para PDVSA del Team Aniara, todo esta en movimiento.

Por favor avisar estar al tanto para que verifiquen la acreditación de la carta.

Saludos cordiales

César Chávez INTRAKAM SA de CV

 Fin	del	mensaje	reenviado
 087a2	2a6d-	13d0-Šf401	66cfcf1.PDF

# Standby Letter of Credit Application

Created by: LOVEBANK

on: 11/10/06 11:02

Incomplete Current Status:

Standby LCs to US (GTS)

Date of Last Activity: 11/10/2006 12:47:1 651762

Released to: Applicant Reference Number:

PDVSA-1

Bank Reference: Date/Time Printed:

11/10/06 12:47

Please open an Irrevocable Standby Letter of Credit under the terms set forth below.

Special Instructions to the Issuing Bank staff only:

Applicant Party: MUSKET CORPORATION 1601 N. PENNSYLVANIA PO BOX 26210 OKLAHOMA CITY, OK 73126 Beneficiary: PDVSA PETROLEO S.A.

Advising Bank: JPMOGAN CHASE

Currency / Amount: US 17,000,000.00

Drafts drawn on: JPMORGAN CHASE

Expiry date: 12/11/2006

Expiry place:

The opening of this credit, substantially in the form requested herein, is subject to the terms and conditions as set forth in the continuing commercial letter of credit and security agreement to which we agree. All credits will be subject to the UCF500 unless otherwise requested.

Referenced Documents covering 35.708 mt (thirty five thousand seven hundred and eight metric tons) D2 Diesel Oil.

One (1) original and three (3) copies of the Commercial Invoice, based on the loaded quantity and quality by SGS report. Showing name of vessel, date of completion, discharge quantity and state of delivery. Full set of three (3) original and non-negotiable copies of Bill of Lading. The B/L to be signed in original by the owner and master of vesssel issued or endorsed to the order or to the Buyer showing

One (1) original and three(3) copies of the Certificate of Quantity issued

One (1) original and three (3) copies of the Certificate of Quality issued

One (1) original and three (3) copies of the Certificate of Origin by the

One (1) original and three (3) copies of the Master's Receipt of samples,

One (1) original of the Ullage report issued at loading terminal, One (1) original and three (3) copies of the Cleanliness Report at loading

Statement signed by authorized representative of PDVSA PETROLEO port S.A. stating the the above referenced documents were delivered to Musket

# Standby Letter of Credit Application

Corporation and that payment has not been paid under the payment terms and remains unpaid at the time of drawing.

Other terms and conditions: 1. All banking charges related to this letter of credit are for the account of issuer, including correspondent transfer commissions. Beneficiary is to receive full payment as invoiced.

- Bar-Toll charges, if applicable, are covered by this letter of credit.
   Documents presented later that twenty one (21) days from the bill of lading date but still within documentary credit validity are acceptable.
- 4. Should the date of payment of this letter of credit fall on Saturday, Sunday, or a bank holiday in the city of New York, United States of America, payment shall be made on the nearest
- preceding banking day of such city. 5. Originals and/or photocopies of documents are acceptable. Documents
- presented to us via fax are acceptable. 6. Documents showing quantity in barrels or metric tons are acceptable.
- Charter party bills of lading are acceptable.
- Transshipments are prohibited. 9. If during the validity of this letter of credit, any interruptions of the issuing bank's business occurs due to an event of force majeure (article 17 uniform customs and practice for documentary credits, revision of 1993) we will fully honor the credit upon resumption of our business activities and there fore will pay, within the following five (5) business days after said resumption of our business, all amounts and claims covered by this letter of credit which were originated during the above mentioned
- 10. Name of the bank and officer to whom the documents should be addressed: JPMorgan Chase Bank, Attn: Mr. John Munger, Mail Code OK1-1070, 100 N. Broadway, Oklahoma City, OK 73102, USA 11. The present telex is the original operative instrument and will not

Case 2:06-cv-15522-VM Document 19-36 Filed 02/02/2007 Page 5 of 6

**English Translation** 

To: Cc: Cco:

Subject: FW: Letter of Credit Team Aniara

----Forwarded message

From:

Date:

To:

CC:

Subject: Letter of Credit Team Aniara

Dear Sirs,

This is the copy of the letter of credit for PDVSA for the Team Aniara. Everything is progressing.

Please check and verify the accreditation of the letter of credit.

Kind regards,

César Chávez INTRAKAM, S.A. de C.V.

--- End of forwarded message

[Attached PDF file]



cesarchavez@intrakam.com.mx Para

GILMER GONZALEZ <gonzalezggx@pdvsa.com>, CARLOS VASQUEZ <vasquezcl@pdvsa.com>, ARCADIO ROSAS/ROSASAV/MM/PDVSA@PDV, HUMBERTO FERRIN/FERRINH/PDV/PDVSA@PDV

CCO

Asunto Rm: Letter of Credit Team Aniara

#### **Buenas Tardes**

La carta de credito aceptada por PDVSA deber ser Stand - By e irrevocable, intrakam debe estar claro que la empresa que esta registrada ante esta corporación es Intrakam y el contrato fue firmado con ustedes por lo que el aplicante debe Intrakam independientemente que MUSKAT sea el cliente final con la mercancia, le recordamos que nuestro riesgo financiero es directamente con su empresa, sin embargo la segunda opción podría ser Muskat on Behalf of Intrakam, amparando unos volúmenes 240.000 bbls de Gasoil +/- 10% por un total de US\$ 17.201.368,80 +/- 10% según re-facturacion 381700-1.

A continuación les remito el formato que debe ser utilizado para la apertura de la carta de credito y los banco confirmadores que son aceptados por PDVSA



Confirming banks accepted by PDVSA xis



Last Format Standby Letter of credit NUEVO.doc

Es importante tomar en cuenta que si siguen las pautas de los formatos sin eliminar y/o agregar cláusulas la apertura de la carta de credito se hace de manera eficiente y rápida, te sugiero tomar en cuenta esto al momento de la apertura de la misma al igual que los bancos aceptados por PDVSA.

Saludos

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A Phone: 58 212 7083936

Fax: 58 212 7083944/3964

Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 11/11/2006 12:24 p.m. ---



"Ing. Cesar Chavez" <cesarchavez@intrakam.com</pre> .mx>

11/11/2006 10:58 a.m.

MARIA SILVA <silvamgj@pdvsa.com>, ARCADIO ROSAS Para <rosasav@pdvsa.com>

GILMER GONZALEZ <gonzalezggx@pdvsa.com>, CARLOS VASQUEZ <vasquezcl@pdvsa.com>

Asunto Letter of Credit Team Aniara

Estimada Maria,

### **CONFIRMING BANKS ACCEPTED BY PDVSA**

AUSTRALIA & NEW ZELAND BANKING (ANZ BANK)

COMMONWEALTH BANK OF AUSTRALIA

NATIONAL AUSTRALIA BANK

WESTPAC BANKING CORPORATION

AUSTRALIA

AUSTRALIA

FORTIS BANK( ANTES GENERALE BANK)

BELGIUM/ THE NETHERLANDS

KBC BANK (ANTES KREDIETBANK)

BANK OF MONTREAL

BANK OF NOVA SCOTIA

CANADA

CANADIAN IMPERIAL BANK OF COMMERCE

ROYAL BANK OF CANADA

TORONTO DOMINION BANK

DEN DANSKE BANK

CANADA

DENMARK

MERITA BANK FINLAND

BNP PARIBAS PARIS, NY, GENEVA

CREDIT AGRICOLE /BANQUE INDOSUEZ FRANCE
CREDIT COMMERCIAL FRANCE FRANCE
GROUPE DES BANQUES POPULAIRES FRANCE

SOCIETE GENERALE PARIS, NY
COMMERZBANK GERMANY
DEUTSCHE BANK GERMANY
DRESDNER BANK GERMANY
HAMBUEGISCHE LANDESBANK GERMANY

HYPOVEREINSBANK (ANTES BAYERISCHE HYPO UND VEREINSBANK)

LANDESBANK BADEN WUERTTEMBERG

ALLIED IRISH BANK

BANK OF IRLEAND

BANK HAPOALIM

BANK LEUMI

GERMANY

IRELAND

IRELAND

ISRAEL

UNICREDITO ITALIANO (ANTES Crédito Italiano) ITALY
BANCO COMERCIAL PORTUGUES PORTUGAL
CAIXA GENRAL DEPOSITOS PORTUGAL
OVERSEA CHINESE BANKING CORP SINGAPORE

OVERSEAS UNION BANK SINGAPORE UNITED OVERSEAS BANK SINGAPORE

BANCO BILBAO VIZCAYA-ARGENTARIA SPAIN
BANCO SANTANDER CENTRAL HISPANOAMERICANO SPAIN
CAJA DE AHORROS Y PENSIONES DE BARCELONA SPAIN
FORENINGBANKEN SWEDEN
SKANDINAVISKA ENSKILDA BANKEN SWEDEN

SVENSKA HANDELSBANKEN SWEDEN

CREDIT SWISS FIRST BOSTON SWITZERLAND

UNION BANK OF SWITZERLAND (UBS AG)	SWITZERLAND
BANK OF TAIWAN	TAIWAN
ABN AMRO BANK	THE NETHERLANDS
ING BANK NV (Banque Bruselles-full branch)	THE NETHERLANDS
RABOBANK GROUP	THE NETHERLANDS
ABBEY NATIONAL PLC	U.K
ALLIANCE & LEICESTER	U.K
BANK OF SCOTLAND	U.K
BARCLAYS	U.K
HALIFAX	U.K
HSBC BANK PLC	U.K
LLOYDS BANK	U.K
NATIONAL WESTMINSTER GROUP	U.K
ROYAL BANK OF SCOTLAND	U.K
STANDARD CHARTERED BANK	U.K, NY
WOOL WICH BUILDING SOCIETY	U.K
BANK OF AMERICA (*)	U.S.A.
BANK OF NEW YORK (*)	U.S.A.
BANKERS TRUST CORP (*)	U.S.A.
CITIBANK (*)	U.S.A.
MBNA INTERNATIONAL BANK (*)	U.S.A.
BANCO MERCANTIL	VENEZUELA
MBNA INTERNATIONAL BANK (*)	U.S.A.
THE CHASE MANHATTAN BANK (*)	U.S.A.
BANCO LATINOAMERICANO DE EXPORTACIONES S.A. (BLADEX)	PANAMA
SUMITOMO MITSUI BANK	
BNP PARIBAS	U.K
NATEXYS BANK	

NOTA: (\*) INCLUYE SOLO LOS BANCOS Y NO LA CORPORACIONES, DADO QUE EL FDIC SOPORTA SOLAMENTE A LAS INSTITUCIONES BANCARIAS ANTE CUALQUIER EVENTUALIDAD

## "STANDBY" LETTER OF CREDIT

We <u>(name of the bank)</u> hereb	y issue our irrevocable stand-by letter of credit
Number:	(Number of the letter of credit)
In favor of:	(Name and address of the beneficiary)
By order and for account of:	(name and address of the client)
Amount:	Approximately <u>(amount in US\$)</u>
Covering:	Approximately (volume) of (product).
Shipment:	From (name and country of the loading port) To (name(s) and country(ies) of the unloading port) During the period (Month-Day-Year to Month-Day-Year)
Valid:	(expiration date) (BL + 45 days) at the counters of
available for payment at sight against certificate in the form of letter or tested fax or ested telex, issued by <u>(name of the beneficiary)</u> , reading:	
Quote	
	"Certificate"
We(name of the beneficiary) hereby certify that(name of the client) has failed to pay us on due date the amount of(amount in letters) US\$	
Jnquote	
Me(name of the bank) engage by this letter of credit to irrevocably and absolutely pay to(name of the beneficiary), within three (3) banking days from the date of delivery to us of the mentioned "certificate" in same day funds, without need for any proof concerning the accuracy of any statement made in said certificate and irrespective of whether(name of the client) has become subject to any pankruptcy, reorganization or insolvency proceeding.	
Special conditions	
	o this letter of credit are for the account of our client nafer commissions, Beneficiary is to receive full

- 2. Should the date of payment of this letter of credit fall on Saturday, Sunday or a bank holiday in the city of New York, United States of America, payment shall be made on the nearest preceding banking day of such city.
- 3. The amount to be credited to (name of the beneficiary) 's account is to include delay interest at a rate of 12% per annum plus 6% per annum as administrative and handling charges based on a year of 360 days, to count from the due date of the invoice issued by \_\_\_\_(name of the beneficiary) the date of the actual payment by (name of the bank) .
- 4. Name of the bank and officer to whom the "certificate" should be addressed: (name of the bank, address and person to contact)
- 5. This telex is the operative instrument and no mail confirming will follow.
- 6. Confirming or advising bank must effect no changes or additions to the content of this letter of credit.
- 7. Full payment of this letter of credit shall only be deposited into the account designated in the "certificate". If \_\_\_\_(name of the bank)\_\_\_ is instructed to deposit the payment into an account whose beneficiary is different than (name of the beneficiary) , (name of the bank) shall notify (name of the beneficiary) before making such deposit.
- 8. If during the validity of this letter of credit, any interruption of the issuing bank's business occurs due to an event of force majeure (article 17 uniform customs and practice for documentary credits, revision of 1995), we will fully honor the credit upon resumption of our business activities and, therefore, will pay, within the following five (5) business days after said resumption of our business, all amounts and claims covered by this letter of credit which were originated during the above mentioned interruption.
- 7. This letter of credit is not transferable.

This credit is subject to the Uniform Custom and Practice (UCP) for Documentary Credits 1993 revision of the International Chamber of Commerce Publication 500.

Any matters not covered by the UCP shall be governed by and construed in accordance to the laws of the State of New York, United States of America.

Bank: shall mean the issuing bank if no confirming bank exists, or the confirming bank should it exists.

# English Translation

To: cc. cco:

Subject: Fw: Letter of Credit Team Aniara

### Good Afternoon

The letter of credit accepted by PDVSA must be **Stand-By and irrevocable**. Intrakam must be clear that the company that is registered with this corporation is Intrakam and that the contract was signed with you, and this is the reason why the **applicant** must be **Intrakam**, irrespective of the fact that MUSKAT is the final client. We remind you that our financial risk is directly with your company. Nonetheless, the second option could be "Muskat on Behalf of Intrakam", covering volumes of 240,000 bbls of Gasoils +/-10% for a total of US\$ 17,201,368.80 +/-10% according to invoice 381700-1.

I am sending you below the format that must be used for the opening of the letter of credit and the confirming banks that are accepted by PDVSA

[Attached file]

[Attached file]

It is important to note that if you follow the guidelines of the format without deleting and/or adding clauses, the opening of the letter of credit will be done in an efficient and fast way. I suggest you to take this into account when opening the letter of credit, as well as the list of banks accepted by PDVSA.

## Regards

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A.

To:

cc.

cco:

Subject: Letter of Credit Team Aniara

Dear Maria,

[Attachment in English with Note in Spanish that follows]

Note: (\*) Includes only the banks and not the corporations, since the FDIC supports only banking institutions in the event of an adverse situation.

Case 2:06-cv-15522-VM Document 19-37 Filed 02/02/2007 Page 9 of 9

[Attachment]



**HUMBERTO** FERRIN/FERRINH/PDV/PDV

13/11/2006 10:02 a.m.

Para "Ing. Cesar Chavez" < cesarchavez@intrakam.com.mx> ERWIN BURGER <burgere@pdvsa.com>, GILMER cc GONZALEZ <gonzalezggx@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, MARIA SILVA

Asunto Re: Team Aniara Muskat

Buenos días Sr. Chavez.

Con relación a su e-mail anexo y en aras de poder facilitar todo este proceso y brindarles el apoyo necesario, requerimos que Ud. nos haga llegar, por esta misma vía, las nuevas instrucciones documentarias del cargamento, similares a las que ya Intrakam nos hizo llegar en su oportunidad y en caso que hubiese un cambio de destino y/o consignee nos lo indique en su comunicación. Asimismo le notifico que la Sra. Mayela Lozada está de reposo y el Administrador de Contartos asignado a este cargamento es el Sr. Carlos Orellana. (e-mail: orellanac@pdvsa.com, Tel. 708 4032)

Saludos.

Humberto Ferrín **Products Contract Administration Manager** PDVSA Petróleo SA Phone office 58 212 708 1390 Fax Number 58 212 708 3570

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>



"Ing. Cesar Chavez" <cesarchavez@intrakam .com</pre> 10/11/2006 05:40 p.m.

MARIA SILVA <silvamgj@pdvsa.com>, HUMBERTO Para FERRIN <a href="mailto:Ferrinh@pdvsa.com">FERRIN <a href="mailto:Fe lozadamm@pdvsa.com> ERWIN BURGER <burgere@pdvsa.com>, CARLOS VASQUEZ <vasquezci@pdvsa.com>, JOSE SEBA <sebaj@pdvsa.com>, GILMER GONZALEZ <gonzalezggx@pdvsa.com> Team Aniara Muskat Asunto

#### Estimados Senores:

- 1. La carta de crédito en el banco de PDVSA en condiciones CIF
- 2. Por favor que alguien de PDVSA se comunique con el armador y organize el CP y garantize su flete, nosotros garantizamos las demoras.
- 3. Que el Senor Edwin Burger sea notificado que Muskat es el ususario final y lo llamará para organizar documentos etc y salida del barco

Cordiales saludos,

Cesar Chávez

INTRAKAM SA de CV

# **English Translation**

To: Cc: Cco:

Subject: Re: Team Aniara Muskat

Good morning Mr. Chavez,

In connection with your attached e-mail and in order to facilitate this process and give you the necessary support, we require that you send us by e-mail, the new documentary instructions of the shipment, similar to those that Intrakam sent to us previously and, in the event that there is a change of destination and/or consignee, we ask that you let us know in your communication. Likewise I notify you that Ms. Mayele Lozada is on out of the office and the Contracts Manager assigned to this shipment is Mr. Carlos Orellana. (e-mail: orellanac@pdvsa.com, Tel 708 4032)

## Regards

Humberto Ferrín Products Contract Administration Manager

To: Cc:

Subject: Team Aniara Muskat

## Dear Sirs:

1. The letter of credit in PDVSA's bank in CIF conditions

2. Please have someone from PDVSA get in touch with the ship owner and organize the CP and guarantee its freight. We guarantee any delays.

3. Please notify Mr. Edwin Burger that Muskat is the final user and it will call him to organize documents etc and the departure of the ship.

Kind regards,

César Chávez INTRAKAM, S.A. de C.V. Case 2:06-cv-15522-VM Document 19-39 Filed 02/02/2007 Page 1 of 7

EXHIBIT 37



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx>

13/11/2006 10:39 a.m.

Para HUMBERTO FERRIN <a href="mailto:rerinh@pdvsa.com">ferrinh@pdvsa.com</a>

ERWIN BURGER <br/>
surgere@pdvsa.com>, GILMER<br/>
GONZALEZ <gonzalezggx@pdvsa.com>, JOSE SEBA<br/>
<sebaj@pdvsa.com>, MARIA SILVA

cc <silvamgj@pdvsa.com>, CARLOS VASQUEZ <vasquezcl@pdvsa.com>, CARLOS ORELLANA <orellanac@pdvsa.com>, LUIS VASQUEZ <vasquezlez@pdvsa.com>

ERWIN BURGER <burgere@pdvsa.com>,

cco

Asunto Re: Team Aniara Muskat

```
on [DATE], [NAME] at [ADDRESS] wrote:
> Buenos días Sr. Chavez,
> Con relación a su e-mail anexo y en aras de poder facilitar todo este
  proceso y brindarles el apoyo necesario , requerimos que Ud. nos haga
> llegar, por esta misma vía, las nuevas instrucciones documentarias del
> cargamento, similares a las que ya Intrakam nos hizo llegar en su
> oportunidad y en caso que hubiese un cambio de destino y/o consignee nos lo
> indique en su comunicación.
> Asimismo le notifico que la Sra. Mayela Lozada está de reposo y el
> Administrador de Contartos asignado a este cargamento es el Sr. Carlos
> Orellana.
> (e-mail: orellanac@pdvsa.com, Tel. 708 4032)
> Saludos,
> Humberto Ferrín
> Products Contract Administration Manager
> PDVSA Petróleo SA
> Phone office 58 212 708 1390
> Fax Number 58 212 708 3570
             "Ing. Cesar
            Chavez"
            <cesarchavez@intr</pre>
                                                                       Para
            akam.com.mx>
                                       MARIA SILVA <silvamgj@pdvsa.com>,
                                       HUMBERTO FERRIN
            10/11/2006 05:40
                                       <ferrinh@pdvsa.com>, MARIA MAYELA
            p.m.
                                       LOZADA <lozadamm@pdvsa.com>
                                                                        CC
```

```
>
 CARLOS VASQUEZ
                                        <vasquezcl@pdvsa.com>, JOSE SEBA
                                        <sebaj@pdvsa.com>, GILMER GONZALEZ
                                        <gonzalezggx@pdvsa.com>
                                                                     Asunto
                                        Team Aniara Muskat
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 >
 >
> Estimados Senores:
> 1. La carta de crédito en el banco de PDVSA en condiciones CIF
> 2. Por favor que alguien de PDVSA se comunique con el armador y organize el
> CP y garantize su flete, nosotros garantizamos las demoras.
> 3. Que el Senor Edwin Burger sea notificado que Muskat es el ususario final
> y lo llamará para organizar documentos etc y salida del barco
> Cordiales saludos,
> Cesar Chávez
> INTRAKAM SA de CV
> This message may contain information solely of the interest of PDVSA or
> its businesses. Copying, distribution, disclosure or any use of the
> information contained in this transmission is permitted only to
> authorized parties. If you have received this e-mail by error, please
> destroy it and notify webmaster@pdvsa.com or the sender by reply email.
> ****** USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET
> Esta nota puede contener informacion de interes solo para PDVSA o sus
> negocios. Solo esta permitida su copia, distribucion o uso a personas
> autorizadas. Si recibio esta nota por error, por favor destruyala y
> notifique al remitente o a webmaster@pdvsa.com.
```

Estimado Humberto.

Te notifico el cambio de destino del Team Aniara

Destino: Houston, Texas, USA

End user: MUSKAT CORPORATION 1061 N PENNSYLVANIA AV. OKLAHOMA CITY, OK 73120

Ya le envio instrucciones para la documentacion,

Gracias y saludos,

Cesar Chávez INTRAKAM SA de CV 0412-5742437 Case 2:06-cv-15522-VM Document 19-39 Filed 02/02/2007 Page 5 of 7

**English Translation** 

To: Cc: Cco:

Subject: Re: Team Aniara Muskat

On [DATE], [NAME] at [ADDRESS] wrote:

Good morning Mr. Chavez,

In connection with your attached e-mail and in order to facilitate this process and give you the necessary support, we require that you send us by e-mail, the new documentary instructions of the shipment, similar to those that Intrakam sent to us previously and, in the event that there is a change of destination and/or consignee, we ask that you let us know in your communication. Likewise I notify you that Ms. Mayele Lozada is on out of the office and the Contracts Manager assigned to this shipment is Mr. Carlos Orellana. (e-mail: orellanac@pdvsa.com, Tel 708 4032)

Regards

Humberto Ferrín Products Contract Administration Manager

To: Cc:

Subject: Team Aniara Muskat

Dear Sirs:

1. The letter of credit in PDVSA's bank in CIF conditions

2. Please have someone from PDVSA get in touch with the ship owner and organize the CP and guarantee its freight. We guarantee any delays.

3. Please notify Mr. Edwin Burger that Muskat is the final user and it will call him to organize documents etc and the departure of the ship.

Kind regards,

César Chávez INTRAKAM, S.A. de C.V.

[PDVSA e-mail disclaimer]

Dear Humberto,

I notify about the change of the destination of Team Aniara.

Destination: Houston, Texas, USA

End user: MUSKAT CORPORATION

1061 N PENNSYLVANIA AV. OKLAHOMA CITY, OK 73120

I will send you the instructions for the documentation,

Thanks and regards,

César Chávez INTRAKAM, S.A. de C.V.



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx>

13/11/2006 11:04 a.m.

Para HUMBERTO FERRIN <a href="mailto:ferrinh@pdvsa.com">ferrinh@pdvsa.com</a>, CARLOS ORELLANA <a href="mailto:com">com</a>, ERWIN BURGER <a href="mailto:ferrinh@pdvsa.com">ferrinh@pdvsa.com</a>, CARLOS <a href="mailto:com">com</a>, ERWIN BURGER <a href="mailto:ferrinh@pdvsa.com">com</a>, CARLOS VASQUEZ <a href="mailto:vasquezcl@pdvsa.com">vasquezcl@pdvsa.com</a>

CCC

Asunto PDVSA Documents Team Aniara

Estimado Humberto,

Aqui abajo sirvase encontrar las instrucciones para la documentacion, solo quedo a la espera de la ultima cifra de PDVSA.

Cordiales saludos,

Notify:

Justin Long / Daniel Parkhurst

Consignee:

Musket Corp

Address:

10601 N Pennsylvania Av., Oklahoma City, OK 73120

Saludos

César Chávez INTRAKAM

# **English** Translation

To:

Cc:

Cco:

Subject: PDVSA Documents Team Aniara

Dear Humberto,

Below please find the instructions for the documentation. I am just waiting for the latest amount from PDVSA.

Kind regards,

[text in English]



Para "Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>
 HUMBERTO FERRIN/FERRINH/PDV/PDVSA@PDV,
 MARIA SILVA/SILVAMGJ/PDV/PDVSA@PDV, CARLOS
 ORELLANA/ORELLANAC/PDV/PDVSA@PDV, LUIS
 PENA/PENALF/CIE/PDVSA@PDV, JOSE
 SEBA/SEBAJ/PDV/PDVSA@PDV

CCO

Asunto Rm: Team Aniara Muskat

Ing Chavez, les sugiero tomar en cuenta esta formula para el monto total de la apertura de la carta de credito.

Saludos

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A Phone: 58 212 7083936

Fax: 58 212 7083944/3964

----- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 13/11/2006 02:08 p.m. -----

CARLOS VASQUEZ/VASQUEZCL/PDV /PDVSA

13/11/2006 01:31 p.m.

Para "Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>

HUMBERTO FERRIN/FERRINH/PDV/PDVSA@PDV, MARIA SILVA/SILVAMGJ/PDV/PDVSA@PDV, CARLOS

cc ORELLANA/ORELLANAC/PDV/PDVSA@PDV, LUIS
PENA/PENALF/CIE/PDVSA@PDV, JOSE

SEBA/SEBAJ/PDV/PDVSA@PDV

Asunto Team Aniara Muskat 1

Estimado Ing. Chavez:
La formula de precios, teniendo en cuenta el cambio de destino a USGC es Gasoil 0.2% USGC
Waterborne Platt's Mid (cpg) - 15,71 cpg
Saludos,
Carlos Vásquez

# **English Translation**

To.

Cc:

Cco:

Subject: Fw: Team Aniara Muskat

Ing Chávez, I suggest you to take into account this formula in order to determine the total amount of the letter of credit.

Regards,

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A [Phone/Fax number]

---Forwarded by MARIA SILVA/SILVAMGJ/PDV/PDVSA dated 11/13/2006 02:08 p.m.---

To:

Cc:

Subject: Team Aniara Muskat

Dear Ing. Chavez:

The pricing formula taking in to account the change of destination to USGC is Gasoil 0.2% USGC Waterborne Platt's Mid (cpg) - 15,71 cpg

Regards,

Carlos Vásquez



"Ing. Cesar Chavez" <cesarchavez@intrakam.com .mx>

13/11/2006 03:12 p.m.

Para 'ERWIN BURGER <burgere@pdvsa.com>, ·MARIA SILVA <br/><silvamgj@pdvsa.com>

cc CARLOS VASQUEZ <vasquezcl@pdvsa.com>

CCO

Asunto Team Aniara

Historial:

🕏 Este mensaje ha sido remitido.

Estimados Señores,

Por favor si alguien de Operaciones se puede comunicar con

ADANIEL PARKHERSH AL 1 (405) 3026592 y Sr. RAVI RANDIS de Operaciones de Muskat al Tel en USA + 1 405 3026560 para liberar el Team Aniara,

Ya la copia de la LC la tenemos en cualquier momento.

saludos,

César Chávez INTRAKAM SA de CV

## English Translation

To: Cc: Cco:

Subject: Team Aniara

History: This message has been forwarded.

Dear Sirs,

Please let me know if there is someone from Operations that can get in touch with:

## ADANIEL PARKHERSH TO 1 (405)

3026592 and Mr. RAVI RANDIS from Muskat Operations at the following telephone number in the USA +1 405 3026560 to release the Team Aniara.

We will have the copy of the LC any minute now.

Regards,

César Chávez INTRAKAM, S.A. de C.V.



"Justin Long" <justinl@loves .com> 13/11/2006 04:03 p.m. Para <BURGERE@PDVSA.COM>

"Ravi Ramdas" <Ravir@loves.com>, "Daniel Parkhurst" <danielp@loves.com>

CCO

Asunto Nomination for Team Aniara

Hello Erwin,

Disport for the Team Aniara is Magellan Galena Park, Houston, Texas. USA.

Please send copy of Bill of Lading to (the original to remain onboard the ship):

Atten: Justin Long 10601 North Pennsylvania Oklahoma City, Oklahoma 73120

Regards,

Justin D. Long Musket Corporation o 405|302|6791 c 405|971|4984 f 405|463|3791 yahoo: justindlong

PDVMUSIMP1110.doc



### 11/10/2006\*\*\*REVISED

To: Musket SGS

**Daniel Parkhurst** 

**Erwin Burger** 

Chris Barrow

Musket Musket

Liz Fleming

danielp@loves.com

58-212-708-3119, BURGERE@PDVSA.COM

Expeditor

lizf@loves.com

From: Justin Long Fax: (405)463-3791 Email: justinl@loves.com

Confirming the following discharge nomination:

Musket Reference Numbers: Nom. PDVMUSIMP1110

Vessel: "Team Aniara"

Basis for Measurement: Magellan GP Shore tank upgauge

Origin: Venezuela, PDVSA

Discharge: Magellan GP:

260 MB 86g

to be discharged into tank 375)

Quality: Seller to provide loadport shore tank C of A's to the Musket scheduler with the following specifications. Inspection company shall pull composite samples of each grade for retain. In addition, please run the following analysis on a vessel composite sample PRIOR TO DISCHARGE AT MAGELLAN GP:

## Full Colonial 86g slate.

Discharge windows:

11/13-15/06

Current ETA Corpus:

11/15/2006

Overtime approved: Yes, if necessary to expedite the vessel.

On site expedition: Yes, if requested by receiving or transferring party.

Agent:

Marine Tech:

Chris Barrow to represent Musket at discharge

Inspection Company: SGS

Hot shot:

Yes, if necessary.

Vessel details: Q88 sent and Magellan GP has confirmed approval.

### \*Please note reporting instructions below!!!

- 1. Cost for quantity inspection at discharge: PDVSA/Musket even split at Magellan GP.
- 2. Cost for quality inspection: PDVSA/Musket even split at Magellan GP for vessel comp.
- 3. Please include in your summary email:
  - a. If vessel/shore volume difference is in excess of .5% with VEF and 1% without VEF.
  - b. If free water exceeds 50 barrels for barges and 200 barrels for tankers.
  - c. If cargo R.O.B. exceeds 100 barrels.
  - d. Please notify Musket scheduler if shore tank becomes live during load/discharge.
- 4. Please notify immediately in case of:

Accidents: Damage to property, injury to personnel, spills or near accidents:

### **Justin Long**

office (405)302-6791 cell (405)971-4984 fax (405)463-3791 justinl@loves.com

### **Daniel Parkhurst**

office (405)302-6592 cell (405)397-7966 danielp@loves.com

- 5. Please send a copy of all outturn results including load port shore tank certification and quantity to danielp@loves.com, lizf@loves.com, justinl@loves.com, rondaw@loves.com.
- **6.** Send the invoice, containing the Inspection Purchase Order number & Nomination number, a hard copy report and Musket's nominating email to the Measurement Specialist as follows:

Liz Fleming – Musket Corporation lizf@loves.com



## **ERWIN** BURGER/BURGERE/PDV/P DVSA

13/11/2006 04:05 p.m.

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx> ERWIN BURGER <burgere@pdvsa.com>, MARIA SILVA

cc <silvamgj@pdvsa.com>, CARLOS VASQUEZ <vasquezcl@pdvsa.com>, VICTOR
ERWIN BURGER/BURGERE/PDV/PDVSA

Asunto Re: Team Aniara

Estimado Sr. Chávez,

En atención a su solicitud de contactar a personal de la empresa MUSKAT, debo informarle que para efectos de compra-venta y operaciones la empresa responsable desde el punto de vista de PDVSA es INTRAKAM, por tal motivo, no estamos autorizados a realizar contacto con otra empresa.

De igual forma, cumplimos con informar que la LOC no ha sido confirmada por nuestra Gerencia de Finanzas, por tal motivo no podemos liberar el cargamento.

Adicionalmente, las instrucciones documentales recibidas no estan completas, requerimos que sean enviadas en su totalidad para evitar cualquier error u omisión en las mismas

Destino

QUOTE

Notify:

Justin Long / Daniel Parkhurst

Consignee:

Musket Corp

Address:

10601 N Pennsylvania Av., Oklahoma City, OK 73120

**UNQUOTE** 

Quedo a la espera de su respuesta.

Saludos

Erwin Burger Clean Product Operations **PDVSA** Pho: +58 212 7083119

Mob: +58 412 2224663

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>



"Ing. Cesar Chavez" <cesarchavez@intrakam .com</p> .mx>

13/11/2006 03:12 p.m.

ERWIN BURGER <burgere@pdvsa.com>, MARIA SILVA Para <silvamgi@pdvsa.com>

CARLOS VASQUEZ <vasquezcl@pdvsa.com>

Asunto Team Aniara

Estimados Señores,

Por favor si alguien de Operaciones se puede comunicar con

ADANIEL PARKHERSH AL 1 (405) 3026592 y Sr. RAVI RANDIS de Operaciones de Muskat al Tel en USA + 1 405 3026560 para liberar el Team Aniara,

Ya la copia de la LC la tenemos en cualquier momento.

saludos,

César Chávez INTRAKAM SA de CV

## **English Translation**

To: Cc: Cco:

Subject: RE: Team Aniara

Dear Mr. Chávez,

In connection with your request to contact personnel from the MUSKAT company, I must inform you that for purposes of the purchase and sale and operations, the responsible company from PDVSA's point of view is INTRAKAM. Therefore, we are not authorized to contact any other company.

Likewise we are informing you that the LOC has not been confirmed by our Department of Finance, and for that reason we cannot release the shipment.

In addition, the documentary instructions that we received are not complete. We require them to be sent in their entirety to avoid any error or omission.

Destination

[text in English]

I am waiting for your response.

Regards,

Erwin Burger Clean Product Operations

To: Cc: Cco:

Subject: Team Aniara

Dear Sirs,

Please let me know if there is someone from Operations that can get in touch with:

#### ADANIEL PARKHERSH TO 1 (405)

3026592 and Mr. RAVI RANDIS from Muskat Operations at the following telephone number in the USA  $\pm 1~405~3026560$  to release the Team Aniara.

We will have the copy of the LC any minute now.

Case 2:06-cv-15522-VM Document 19-44 Filed 02/02/2007 Page 6 of 6

Regards,

César Chávez INTRAKAM, S.A. de C.V.



Para cesarchavez@intrakam.com.mx

GILMER GONZALEZ <gonzalezggx@pdvsa.com>, CARLOS CC VASQUEZ <vasquezcl@pdvsa.com>, ARCADIO ROSAS/ROSASAV/MM/PDVSA@PDV, HUMBERTO

CCO

Asunto Rm: Letter of Credit Team Aniara

#### **Buenos Días Señores**

Favor informar acerca del status de la carta de credito, pues a la fecha no hemos tenido ningún tipo de información sobre la apertura de la misma

En espera de su pronta respuesta

Saludos

María Gabriela Silva
International Finance Operations Department PDVSA Petróleo S.A

Phone: 58 212 7083936

Fax: 58 212 7083944/3964

----- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 14/11/2006 08:36 a.m. -----



SILVA/SILVAMGJ/PDV/PDVS

11/11/2006 01:17 p.m.

Para cesarchavez@intrakam.com.mx

GILMER GONZALEZ <gonzalezggx@pdvsa.com>, CARLOS VASQUEZ <vasquezcl@pdvsa.com>, ARCADIO

ROSAS/ROSASAV/MM/PDVSA@PDV, HUMBERTO

FERRIN/FERRINH/PDV/PDVSA@PDV

Asunto Rm: Letter of Credit Team Aniara

#### **Buenas Tardes**

La carta de credito aceptada por PDVSA deber ser Stand - By e irrevocable, Intrakam debe estar claro que la empresa que esta registrada ante esta corporación es Intrakam y el contrato fue firmado con ustedes por lo que el aplicante debe Intrakam independientemente que MUSKAT sea el cliente final con la mercancía, le recordamos que nuestro riesgo financiero es directamente con su empresa, sin embargo la segunda opción podría ser Muskat on Behalf of Intrakam, amparando unos volúmenes 240.000 bbls de Gasoil +/- 10% por un total de US\$ 17.201.368,80 +/- 10% según re-facturacion 381700-1.

A continuación les remito el formato que debe ser utilizado para la apertura de la carta de credito y los banco confirmadores que son aceptados por PDVSA



Confirming banks accepted by PDVSA.xls

W.

Last Format Standby Letter of credit NUEVO.doc

Es importante tomar en cuenta que si siguen las pautas de los formatos sin eliminar y/o agregar cláusulas la apertura de la carta de credito se hace de manera eficiente y rápida, te sugiero tomar en cuenta esto al

momento de la apertura de la misma al igual que los bancos aceptados por PDVSA.

Saludos

María Gabriela Silva
International Finance Operations Department PDVSA Petróleo S.A

Phone: 58 212 7083936

Fax: 58 212 7083944/3964

----- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 11/11/2006 12:24 p.m. -----



"ing. Cesar Chavez"
<cesarchavez@intrakam .com
.mx>

11/11/2006 10:58 a.m.

GILMER GONZALEZ <gonzalezggx@pdvsa.com>, CARLOS VASQUEZ <vasquezcl@pdvsa.com>

Asunto Letter of Credit Team Aniara

Estimada Maria,

Te anexo una copia de Standby Letter of Credit Aplication del Team Aniara.

Espero sus comentarios

César Chávez INTRAKAM SA de CV

- A087a2a6d-13d0-Šf40166c[1].PDF

### CONFIRMING BANKS ACCEPTED BY PDVSA

... USTRALIA & NEW ZELAND BANKING (ANZ BANK) AUSTRALIA COMMONWEALTH BANK OF AUSTRALIA AUSTRALIA NATIONAL AUSTRALIA BANK AUSTRALIA WESTPAC BANKING CORPORATION AUSTRALIA

FORTIS BANK( ANTES GENERALE BANK) BELGIUM/ THE NETHERLANDS

KBC BANK (ANTES KREDIETBANK) BELGIUM BANK OF MONTREAL CANADA

BANK OF NOVA SCOTIA CANADA CANADIAN IMPERIAL BANK OF COMMERCE CANADA

ROYAL BANK OF CANADA CANADA TORONTO DOMINION BANK CANADA DEN DANSKE BANK

DENMARK MERITA BANK FINLAND

BNP PARIBAS PARIS, NY, GENEVA

GERMANY

SWEDEN

CREDIT AGRICOLE /BANQUE INDOSUEZ FRANCE CREDIT COMMERCIAL FRANCE FRANCE

GROUPE DES BANQUES POPULAIRES FRANCE SOCIETE GENERALE PARIS, NY

COMMERZBANK GERMANY DEUTSCHE BANK GERMANY

DRESDNER BANK GERMANY HAMBUEGISCHE LANDESBANK

HYPOVEREINSBANK (ANTES BAYERISCHE HYPO UND VEREINSBANK) GERMANY

LANDESBANK BADEN WUERTTEMBERG GERMANY

ALLIED IRISH BANK IRELAND BANK OF IRLEAND IRELAND BANK HAPOALIM **ISRAEL** BANK LEUMI ISRAEL

UNICREDITO ITALIANO (ANTES Crédito Italiano) ITALY BANCO COMERCIAL PORTUGUES

PORTUGAL CAIXA GENRAL DEPOSITOS PORTUGAL

OVERSEA CHINESE BANKING CORP SINGAPORF

OVERSEAS UNION BANK SINGAPORE UNITED OVERSEAS BANK SINGAPORF

BANCO BILBAO VIZCAYA-ARGENTARIA SPAIN

BANCO SANTANDER CENTRAL HISPANOAMERICANO SPAIN : CAJA DE AHORROS Y PENSIONES DE BARCELONA SPAIN

ORENINGBANKEN SWEDEN SKANDINAVISKA ENSKILDA BANKEN SWEDEN SVENSKA HANDELSBANKEN

CREDIT SWISS FIRST BOSTON SWITZERLAND

	UNION BANK OF SWITZERLAND (UBS AG)	SWITZERLAND
(	'ANK OF TAIWAN	TAIWAN
١.	JABN AMRO BANK	THE NETHERLANDS
	ING BANK NV (Banque Bruselles-full branch)	THE NETHERLANDS
	RABOBANK GROUP	THE NETHERLANDS
	ABBEY NATIONAL PLC	U.K
	ALLIANCE & LEICESTER	U.K
	BANK OF SCOTLAND	U.K
	BARCLAYS	U.K
	HALIFAX	U.K
	HSBC BANK PLC	U.K
	LLOYDS BANK	U.K
	NATIONAL WESTMINSTER GROUP	U.K
	ROYAL BANK OF SCOTLAND	U.K
	STANDARD CHARTERED BANK	U.K, NY
	WOOL WICH BUILDING SOCIETY	U.K
	BANK OF AMERICA (*)	Ü.S.A.
	BANK OF NEW YORK (*)	U.S.A.
	BANKERS TRUST CORP (*)	U.S.A.
ار	CITIBANK (*)	U.S.A.
	IBNA INTERNATIONAL BANK (*)	U.S.A.
	BANCO MERCANTIL	VENEZUELA
	MBNA INTERNATIONAL BANK (*)	U.S.A.
	THE CHASE MANHATTAN BANK (*)	U.S.A.
	BANCO LATINOAMERICANO DE EXPORTACIONES S.A. (BLADEX)	PANAMA
	SUMITOMO MITSUI BANK	de state e
	BNP PARIBAS	U.K
	NATEXYS BANK	

NOTA: (\*) INCLUYE SOLO LOS BANCOS Y NO LA CORPORACIONES, DADO QUE EL FDIC SOPORTA SOLAMENTE A LAS INSTITUCIONES BANCARIAS ANTE CUALQUIER EVENTUALIDAD

### "STANDBY" LETTER OF CREDIT

We <u>(name of the bank)</u> hereby issue our irrevocable stand-by letter of credit					
Number:	(Number of the letter of credit)				
In favor of:	(Name and address of the beneficiary)				
By order and for account of:	(name and address of the client)				
Amount:	Approximately(amount in US\$)				
Covering:	Approximately (volume) of (product).				
Valid:	From (name and country of the loading port) To (name(s) and country(ies) of the unloading port) During the period (Month-Day-Year to Month-Day-Year) (expiration date) (BL + 45 days) at the counters of				
available for payment at sight against certificate in the form of letter or tested fax or tested telex, issued by <u>(name of the beneficiary)</u> , reading:					
Quote					
	"Certificate"				
"We(name of the beneficiary) hereby certify that(name of the client) has failed to pay us on due date the amount of(amount in letters) (US\$) for the shipment of(volume) of(product) from(loading port) to(destination port) shipped on(date of the bill of lading) on vessel (name of the vessel) Therefore, we demand payment of said amount in same day funds via wire transfer in the account number(account number) in(name of the PDVSA Petroleos S.A's bank including location city)"					
Unquote					
We					
Special conditions					
<ul> <li>All banking charges related to including correspondent trans payment as invoiced.</li> </ul>	this letter of credit are for the account of our client sfer commissions, Beneficiary is to receive full				

- 2. Should the date of payment of this letter of credit fall on Saturday, Sunday or a bank holiday in the city of New York, United States of America, payment shall be made on the nearest preceding banking day of such city.
- 3. The amount to be credited to <u>(name of the beneficiary)</u> 's account is to include delay interest at a rate of 12% per annum plus 6% per annum as administrative and handling charges based on a year of 360 days, to count from the due date of the invoice issued by <u>(name of the beneficiary)</u>, until the date of the actual payment by <u>(name of the bank)</u>
- 4. Name of the bank and officer to whom the "certificate" should be addressed: (name of the bank, address and person to contact)
- 5. This telex is the operative instrument and no mail confirming will follow.
- 6. Confirming or advising bank must effect no changes or additions to the content of this letter of credit.
- 7. Full payment of this letter of credit shall only be deposited into the account designated in the "certificate". If \_\_\_(name of the bank) is instructed to deposit the payment into an account whose beneficiary is different than (name of the beneficiary) \_\_ (name of the bank) shall notify \_\_ (name of the beneficiary) \_\_ before making such deposit.
- 8. If during the validity of this letter of credit, any interruption of the issuing bank's business occurs due to an event of force majeure (article 17 uniform customs and practice for documentary credits, revision of 1995), we will fully honor the credit upon resumption of our business activities and, therefore, will pay, within the following five (5) business days after said resumption of our business, all amounts and claims covered by this letter of credit which were originated during the above mentioned interruption.
- 7. This letter of credit is not transferable.

This credit is subject to the Uniform Custom and Practice (UCP) for Documentary Credits 1993 revision of the International Chamber of Commerce Publication 500.

Any matters not covered by the UCP shall be governed by and construed in accordance to the laws of the State of New York, United States of America.

Bank: shall mean the issuing bank if no confirming bank exists, or the confirming bank should it exists.

Case 2:06-cv-15522-VM Document 19-45 Filed 02/02/2007 Page 8 of 10

## **English Translation**

To:

Cc: Cco:

Subject: Fw: Letter of Credit Team Aniara

Good morning Sirs,

Please inform us of the status of the letter of credit, since to date we have not received any information about its opening.

We await your prompt response.

Regards

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A [Phone/Fax]

---Forwarded by MARIA SILVA/SILVAMGJ/PDV/PDVSA dated 11/14/2006 08:36 a.m.---

To: Cc:

Subject: Fw: Letter of Credit Team Aniara

Good Afternoon

The letter of credit accepted by PDVSA must be **Stand-By and irrevocable**. Intrakam must be clear that the company that is registered with this corporation is Intrakam and that the contract was signed with you, and this is the reason why the **applicant** must be **Intrakam**, irrespective of the fact that MUSKAT is the final client. We remind you that our financial risk is directly with your company. Nonetheless, the second option could be "Muskat on Behalf of Intrakam", covering volumes of 240,000 bbls of Gasoils +/-10% for a total of US\$ 17,201,368.80 +/-10% according to invoice 381700-1.

I am sending you below the format that must be used for the opening of the letter of credit and the confirming banks that are accepted by PDVSA

[Attached file]

[Attached file]

It is important to note that if you follow the guidelines of the format without deleting and/or adding clauses, the opening of the letter of credit will be done in an efficient and fast way. I

suggest you to take this into account when opening the letter of credit, as well as the list of banks accepted by PDVSA.

#### Regards

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A. [Telephone/Fax]

---Forwarded by MARIA SILVA/SILVAMGJ/PDV/PDVSA dated 11/11/2006 12:24 p.m.---

To:

Cc:

Subject: Letter of Credit Team Aniara

Dear Maria,

I am attaching a copy of the Standby Letter of Credit Application of the Team Aniara.

I am waiting for your comments

César Chávez INTRAKAM, S.A. de C.V.

[Attachment in English with Note in Spanish that follows]

Note: (\*) Includes only the banks and not the corporations, since the FDIC supports only banking institutions in the event of an adverse situation.

[Attachment]

Fax: 3129542458

JPMORGAN CHASE BANK

Filed 02/02/2007 Page 2 of 5

Aug 31 2003 16:52 F

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JPMorganChase O

JPMorgan Chase Bank, N.A.
Global Trade Services
One Chase Tower
Mail Code IL1-0236
Chicago, IL 60670
Tel: (800) 534-1969 Fax: (312) 954-0203
SWIFT: CHABLISS3
Teles: ITT430120 CMBUI
+ Clef:
(800) 6341969
(813) 43263 33 IN DAFFE

(813)432817. (Hourdis)

FAX COVER

FROM: EMY SOSA E-MAIL ADDRESS- PH-312 954-2898 Emplis M SOSE/IL/ONE@IPMCHASE

FAX NO. (405) 749-9112 (405) 443-3758

FAX NO. (312) 954-2458 & 954-5986

ATTN: BETTY PROUDFOOT

NO. OF PAGES 4 PLUS COVER

DATE: NOVEMBER 14, 2006

RE: SIGNED COPY OF THE LETTER OF CREDIT.

Phone: Regina Brone .1. Brune Truchase / (312) 9541885 (813) 4325232 / ...

THANKS.

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Filed 02/02/2007 Page 3 of 5

JPMURGAN CHASE BANK Fax:3129542458

Aug 31 2003 16:53 P.0

### JPMerganChase 🦃

JPMorgan Chase Benk, N.A. c/o JPMorgan Treasury Services Global Trade Services 10420 Highland Manor Drive Tampa, FL 33610

NOV 14, 2006 OUR L/C NO.: CTCS-651908 APPLICANT REF. NO.: PDVSA-2

IRREVOCABLE STANDBY LETTER OF CREDIT NO. CTCS-651908

BENEFICIARY:

PDVSA PETROLEO Y GAS, S.A. -D PDVSA, PCHOKO.

DIVISION CORPORATIVA DE MANUFACTURA Y MERCADEO

EDIF. PDVSA, TORRE OESTE

AV. LIBERTADOR, LA CAMPINA

CARACAS, VENEZUELA

GENTLEMEN:

BY THE ORDER OF:

APPLICANT:
MUSKET CORPORATION
10601 N. PENNSYLVANIA (73120)
P.O. BOX 26210
ONLAHOMA CITY, OK 73126
UNITED STATES

WE HEREBY ISSUE IN FAVOR OF PDVSA PETROLEO Y GAS, S.A. OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: CTCS-651908 FOR THE ACCOUNT OF MUSKET CORPORATION FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US \$15,400,000.00 +/- 10% (SIXTEEN MILLION FOUR HUNDRED THOUSAND AND 00/100 U.S. DOLLARS PLUE/MINUS TEN PERCENT) AVAILABLE BY YOUR DRAFTS AT SIGHT ON JPMORGAN CHASE BANK, N.A., CHICAGO, IL EFFECTIVE NOVEMBER 14, 2006 AND EXPIRING AT OUR OFFICE ON DECEMBER 29, 2006.

FUNDS UNDER THIS CREDIT ARE AVAILABLE AGAINST YOUR DRAFT(S) AS HEREIN ABOVE SET FORTH MARKED "DRAWN UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-651908" AND ACCOMPANIED BY THE FOLLOWING:

BENEFICIARY'S SIGNED AND DATED STATEMENT: "WE, PDVSA PETROLEO Y GAS, S.A., HEREBY CERTIFY THAT MUSKET CORPORATION HAS FAILED TO PAY US ON DUE DATE THE AMOUNT OF U.S. \$16,400,000.00 PLUS +/- 10% (SIXTEEN MILLION FOUR HUNDRED THOUSAND AND 00/100 U.S. DOLLARS PLUS AND MINUS TEN PERCENT) FOR THE SHIPMENT OF MT35,708 OF D2 DIESEL OIL FROM PUNTA CARDON, VENEZUELA 'HOUSTON, TEXAS, USA SHIPPED ON VESSEL M/T TEAM ANIARA." THEREFORE, WE

144420 Broslie From 240 000X 35708NTX4,37=263.167,96.

35.708 NT -7267 810 35.088,94

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JPMORGAN CHASE BANK Fax:3129542458

Aug 31 2003 16:53

### JPMorganChase 🗘

JPMorgan Chase Honk, N.A. c/o JPMorgan Transury Services Olobal Trade Services 10420 Highland Manor Drive Tampa, FL 33610

NOV 14, 2006 OUR L/C NO.: CTCS-651908 APPLICANT REF. NO.: PDVSA-2

P. 03

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DEMAND PAYMENT OF SAID AMOUNT IN SAME DAY FUNDS VIA WIRE TRANSFER TO OUR ACCOUNT PDVSA PETROLEO S.A., JPMORGAN CHASE BANK, N.A., NEW YORK 270 PARK AVE., NEW YORK 10172, ACCOUNT NUMBER 0011992765 ROUTER 022000021 EWIFT: CHASUS33.

WE ENGAGE WITH THE BENEFICIARY THAT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS CREDIT WILL BE DULY HONORED ON PRESENTATION IF PRESENTED ON OR BEFORE THE EXPIRATION AT OUR COUNTERS AT 300 SOUTH RIVERSIDE PLAZA, MAIL CODE IL1-0236, ATTN: STANDBY LETTER OF CREDIT UNIT, CHICAGO, IL 60606-0236. THE ORIGINAL LETTER OF CREDIT MUST ACCOMPANY THE DOCUMENTS REQUIRED UNDER THIS CREDIT FOR ENDORSEMENT.

ALL BANKING CHARGES RELATED TO THIS LETTER OF CREDIT ARE FOR THE ACCOUNT OF THE APPLICANT. PAYMENTS WILL BE MADE TO THE BENEFICIARY WITHOUT DEDUCTION OF ANY BANK FEE.

IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUBINESS AS A RESULT OF ONE OR MORE OF THE OCCURRENCES SPECIFIED IN ARTICLE 17 OF PUBLICATION 500, IT SHALL BE DEEMED AUTOMATICALLY EXTENDED TO THE DAY OCCURING 30 CALENDADAYS AFTER THE PLACE FOR PRESENTATION RE-OPENS FOR BUSINESS.

IN ACCORDANCE WITH UCPEOD ARTICLES 4 AND 15, OUR OBLIGATION TO HONOR DRAFTS DRAWN AND DOCUMENTS PRESENTED UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS CREDIT IS INDEPENDENT OF THE UNDERLYING TRANSACTION AND WE ARE NOT RESPONSIBLE FOR ACCURACY OF ANY STATEMENT MADE IN ANY DOCUMENT REQUIRED, IRRESPECTIVE OF WHETHER THE APPLICANT HAS BECOME SUBJECT TO ANY BANKRUPTCY, REORGANIZATION OR INSOLVENCY PROCEEDING.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT.

THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND, EXCEPT AS OTHERWISE EXPRESSLY STATHEREIN, TO THE UNIFORM RULES FOR DOCUMENTARY CREDITS, ICC PUBLICATION NO.

Page 2 of 3

Filed 02/02/2007 Page 5 of 5

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JPMORGAN CHASE BANK Fax:3129542458

Aug 31 2003 16:53

P. 04

### JPMorganChase 🗘

JPMorgan Chase Bank, N.A. clo IP Morgan Treasury Services Global Trade Services 10420 Highland Manor Drive Tampa, FL 33610

NOV 14, 2006

OUR L/C NO.: CTCS-651908

APPLICANT REF. NO.: PDVSA-2

500, 1993 REVISION, AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, MAIL CODE IL1-0236, CHICAGO, IL 60606-0236, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, SELECT OPTION 1, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

8. Allers

AUTHORIZED SIGNATURE



cesarchavez@intrakam.com.mx

gonzalezggx@pdvsa.com, vasquezcl@pdvsa.com, rosasav@pdvsa.com, ferrinh@pdvsa.com,

cc burgere@pdvsa.com, CARLOS ORELLANA/ORELLANAC/PDV/PDVSA@PDV, ARCADIO ROSAS/ROSASAV/MM/PDVSA@PDV

- CCO

Asunto Rm: LC issued to PDVSA Team Aniara

Buenas Tardes Cesar,

Hemos recibido la carta de credito aperturada por el JPMORGAN, sin embargo el aplicante de dicha carta es una empresa desconocido por PDVSA; MUSKET CORPORATION, la cual no mantiene relaciones comerciales con PDVSA, a lo que la carta de credito no es valida para Finanzas, le recuerdo una vez mas que el riesgo financiero con PDVSA es la empresa INTRAKAM, por lo que es necesario

- 1.- Nombre del Aplicante : Borrar Musket e Insertar INTRAKAM
- 2.- Nombre del Beneficiario : Borrar PDVSA Petróleo y Gas , e Insertar PDVSA Petróleo S.A 3.- y a Nivel General seguir estrictamente el siguiente formato el cual fuel alterado en su totalidad

Last Format Standby Letter of credit NUEVO.doc

El día Sábado 11 de Noviembre se les envío una nota y vía telefónica se les comunico los pasos a seguir la apertura de la carta de credito para evitar este tipo de errores que lo único que hacen es retrasar las el cargamento, a lo que una vez mas le sugerimos seguir estas indicaciones para evitar mas demoras sobre este cargamento

Saludos

María Gabriela Silva

International Finance Operations Department PDVSA Petróleo S.A

Phone: 58 212 7083936

Fax: 58 212 7083944/3964

Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 14/11/2006 05:47 p.m. ----



<cesarchavez@intrakam.com

.mx>

14/11/2006 04:56 p.m.

Para silvamgj@pdvsa.com

gonzalezggx@pdvsa.com, vasquezcl@pdvsa.com, cc rosasav@pdvsa.com, ferrinh@pdvsa.com, burgere@pdvsa.com, orellanac@pdvsa.com

Asunto LC issued to PDVSA Team Aniara

Estimada María,

Anexo la LC del Team Aniara, espero sus comentarios

Filed 02/02/2007 Page 3 of 11

Saludos Cordiales

César Chávez INTRAKAM SA de CV

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## JPMorganChase O

JPMorgan Chase Bank, N.A. Global Trade Services One Chase Tower Mail Code IL.1-0236 Chicago, IL 60670 Tel: (800) 634-1969 Fax: (312) 954-0203 SWIFT: CHASUS33 Telex: ITT420120 CMBUI

## FAX COVER

FAX NO. (405) 749-9112 (405) 443-3758

ATTN: BETTY PROUDFOOT

DATE: NOVEMBER 14, 2006

FROM: EMY SOSA

E-MAIL ADDRESS- PH-312 954-2898

Emelia M SOSE/IL/ONE@IPMCHASE

FAX NO. (312) 954-2458 & 954-5986

NO. OF PAGES 4 PLUS COVER

RE: SIGNED COPY OF THE LETTER OF CREDIT.

THANKS.

### JPMorganChase 🖨

JPMorgan Chase Bank, N.A. c/o JPMorgan Treasury Services Global Trade Services 10420 Highland Manor Drive Tampa, FL 33610

> NOV 14, 2006 OUR L/C NO.: CTCS-651908 APPLICANT REF. NO.: PDVSA-2

IRREVOCABLE STANDBY LETTER OF CREDIT NO. CTCS-651908

BENEFICIARY:

PDVSA PETROLEO Y GAS, S.A.

DIVISION CORPORATIVA DE MANUFACTURA Y MERCADEO

EDIF. PDVSA, TORRE OESTE

AV. LIBERTADOR, LA CAMPINA

CARACAS, VENEZUELA

GENTLEMEN:

BY THE ORDER OF:

APPLICANT:
MUSKET CORPORATION
10601 N. PENNSYLVANIA (73120)
P.O. BOX 26210
OKLAHOMA CITY, OK 73126
UNITED STATES

WE HEREBY ISSUE IN FAVOR OF PDVSA PETROLEO Y GAS, S.A. OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: CTCS-651908 FOR THE ACCOUNT OF MUSKET CORPORATION FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US \$16,400,000.00 +/- 10% (SIXTEEN MILLION FOUR HUNDRED THOUSAND AND 00/100 U.S. DOLLARS PLUS/MINUS TEN PERCENT) AVAILABLE BY YOUR DRAFTS AT SIGHT ON JPMORGAN CHASE BANK, N.A., CHICAGO, IL EFFECTIVE NOVEMBER 14, 2006 AND EXPIRING AT OUR OFFICE ON DECEMBER 29, 2006.

FUNDS UNDER THIS CREDIT ARE AVAILABLE AGAINST YOUR DRAFT(S) AS HEREIN ABOVE SET FORTH MARKED "DRAWN UNDER JFMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-651908" AND ACCOMPANIED BY THE FOLLOWING:

BENEFICIARY'S SIGNED AND DATED STATEMENT: "WE, PDVSA PETROLEO Y GAS, S.A., HEREBY CERTIFY THAT MUSKET CORPORATION HAS FAILED TO PAY US ON DUE DATE THE AMOUNT OF U.S. \$16,400,000.00 PLUS +/- 10% (SIXTEEN MILLION FOUR HUNDRED THOUSAND AND 00/100 U.S. DOLLARS PLUS AND MINUS TEN PERCENT) FOR THE SHIPMENT OF MT35,708 OF D2 DIESEL OIL FROM PUNTA CARDON, VENEZUELA TO HOUSTON, TEXAS, USA SHIPPED ON VESSEL M/T TEAM ANIARA." THEREFORE, WE

### JPMorganChase 🔾

JPMorgan Chase Bank, N.A. C/o JPMorgan Treasury Services Globel Trade Services 10420 Highland Manor Drive Tampa, FL 33610

NOV 14, 2006 OUR L/C NO.: CTCS-651908 APPLICANT REF. NO.: PDV8A-2

DEMAND PAYMENT OF SAID AMOUNT IN SAME DAY FUNDS VIA WIRE TRANSFER TO OUR ACCOUNT PDVBA PETROLEO S.A., JPMORGAN CHASE BANK, N.A., NEW YORK 270 PARK AVE., NEW YORK 10172, ACCOUNT NUMBER 0011992765 ROUTER 022000021 SWIFT: CHASUS33.

WE ENGAGE WITH THE BENEFICIARY THAT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS CREDIT WILL BE DULY HONORED ON PRESENTATION IF PRESENTED ON OR BEFORE THE EXPIRATION AT OUR COUNTERS AT 300 SOUTH RIVERSIDE PLAZA, MAIL CODE IL1-0236, ATTN: STANDBY LETTER OF CREDIT UNIT, CHICAGO, IL 60606-0236. THE ORIGINAL LETTER OF CREDIT MUST ACCOMPANY THE DOCUMENTS REQUIRED UNDER THIS CREDIT FOR ENDORSEMENT.

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IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS A RESULT OF ONE OR MORE OF THE OCCURRENCES SPECIFIED IN ARTICLE 17 OF PUBLICATION 500, IT SHALL BE DEEMED AUTOMATICALLY EXTENDED TO THE DAY OCCURING 30 CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION RE-OPENS FOR BUSINESS.

IN ACCORDANCE WITH UCP500 ARTICLES 4 AND 15, OUR OBLIGATION TO HONOR DRAFTS DRAWN AND DOCUMENTS PRESENTED UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS CREDIT IS INDEPENDENT OF THE UNDERLYING TRANSACTION AND WE ARE NOT RESPONSIBLE FOR ACCURACY OF ANY STATEMENT MADE IN ANY DOCUMENT REQUIRED, IRRESPECTIVE OF WHETHER THE APPLICANT HAS BECOME SUBJECT TO ANY BANKRUPTCY, REORGANIZATION OR INSOLVENCY PROCEEDING.

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THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, TO THE UNIFORM RULES FOR DOCUMENTARY CREDITS, ICC PUBLICATION NO.

### JPMorganChase 🕻

JPMorgan Chase Bank, N.A. c/o JPMorgan Treasury Services Global Trade Services 10420 Highland Manor Drive Tampa, FL 33610

> NOV 14, 2006 OUR L/C NO.: CTCS-651908 APPLICANT REF. NO.: PDVSA-2

500, 1993 REVISION, AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, MAIL CODE IL1-0236, CHICAGO, IL 60606-0236, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, SELECT OPTION 1, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

E. Allios

AUTHORIZED SIGNATURE

We <u>(name of the bank)</u> hereb	y issue our irrevocable stand-by letter of credit				
Number:	(Number of the letter of credit)				
In favor of:	(Name and address of the beneficiary)				
By order and for account of:	(name and address of the client)				
Amount:	Approximately (amount in US\$)				
Covering:	Approximately (volume) of (product) .				
Shipment:	From (name and country of the loading port) To (name(s) and country(ies) of the unloading port) During the period (Month-Day-Year to Month-Day-Year)				
Valid:	(expiration date) (BL + 45 days) at the counters of				
available for payment at sight agai tested telex, issued by <u>(name of t</u>	nst certificate in the form of letter or tested fax or the beneficiary), reading:				
"Certificate"					
"We(name of the beneficiary)					
Jnquote					
rom the date of delivery to us of the leed for any proof concerning the a	engage by this letter of credit to irrevocably and beneficiary), within three (3) banking days mentioned "certificate" in same day funds, without ccuracy of any statement made in said certificate ne of the client) has become subject to any ncy proceeding.				
pecial conditions					
All banking charges related to including correspondent tran payment as invoiced.	this letter of credit are for the account of our client sfer commissions, Beneficiary is to receive full				

- 2. Should the date of payment of this letter of credit fall on Saturday, Sunday or a bank holiday in the city of New York, United States of America, payment shall be made on the nearest preceding banking day of such city.
- 3. The amount to be credited to <u>(name of the beneficiary)</u> 's account is to include delay interest at a rate of 12% per annum plus 6% per annum as administrative and handling charges based on a year of 360 days, to count from the due date of the invoice issued by <u>(name of the beneficiary)</u>, until the date of the actual payment by <u>(name of the bank)</u>.
- 4. Name of the bank and officer to whom the "certificate" should be addressed: (name of the bank, address and person to contact)
- 5. This telex is the operative instrument and no mail confirming will follow.
- 6. Confirming or advising bank must effect no changes or additions to the content of this letter of credit.
- 7. Full payment of this letter of credit shall only be deposited into the account designated in the "certificate". If \_\_\_(name of the bank) \_\_\_ is instructed to deposit the payment into an account whose beneficiary is different than (name of the beneficiary) \_\_\_ (name of the bank) shall notify \_\_\_ (name of the beneficiary) \_\_\_ before making such deposit.
- 8. If during the validity of this letter of credit, any interruption of the issuing bank's business occurs due to an event of force majeure (article 17 uniform customs and practice for documentary credits, revision of 1995), we will fully honor the credit upon resumption of our business activities and, therefore, will pay, within the following five (5) business days after said resumption of our business, all amounts and claims covered by this letter of credit which were originated during the above mentioned interruption.
- 7. This letter of credit is not transferable.

This credit is subject to the Uniform Custom and Practice (UCP) for Documentary Credits 1993 revision of the International Chamber of Commerce Publication 500.

Any matters not covered by the UCP shall be governed by and construed in accordance to the laws of the State of New York, United States of America.

Bank: shall mean the issuing bank if no confirming bank exists, or the confirming bank should it exists.

## **English Translation**

To: Cc:

Cco:

Subject: Fw: LC issued to PDVSA Team Aniara

Good afternoon Cesar,

We have received the letter of credit opened by JPMORGAN. However the applicant for such letter is a company unknown to PDVSA: MUSKET CORPORATION, which does not have commercial relations with PDVSA. For this reason the letter of credit is not valid for the Department of Finance. I remind you again that the financial risk for PDVSA is with the company INTRAKAM. For this reason it is necessary to amend the Letter of Credit.

- 1.- Name of the Applicant: Delete Musket and Insert INTRAKAM
- 2.- Name of the Beneficiary: Delete PDVSA Petróleo y Gas, and Insert PDVSA Petróleo S.A
- 3.- and in general please strictly use the following format which was altered in its entirety

#### [Attached file]

On Saturday November 11 a note was sent to you, and we told you by telephone, the steps to be followed for opening a letter of credit in order to avoid these sorts of mistakes that only delay the shipment. We again advise you to follow these guideline to avoid more delays on this shipment

Regards,

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A. [Telephone/Fax]

---Forwarded by MARIA SILVA/SILVANGJ/PDV/PDVSA dated 11/14/2006 05:47 p.m.---

To:

Cc:

Subject: LC issued to PDVSA Team Aniara

Dear Maria,

I am attaching a copy of the Standby Letter of Credit Application of the Team Aniara. I await your comments

César Chávez

INTRAKAM, S.A. de C.V.

[Attached file]



<cesarchavez@intrakam.co
m.mx>
15/11/2006 09:18 a.m.

Para -silvamgj@pdvsa.com

onzalezggx@pdvsa.com, vasquezcl@pdvsa.com, cc rosasav@pdvsa.com, ferrinh@pdvsa.com, burgere@pdvsa.com, orellanac@pdvsa.com

CCO

Asunto Musket's Letter to amend the previously issued L/C to PVDSA

Hola María,

Buenos dias,

Anexo copia de LC y algunos comentarios al respecto, las LC stand by son lcs nunca transferibles, jamas se puede pedir prestado contra ellas, y el que las emite tiene que tener todo el dinero a disposicion del banco, nada que ver con las documentarias.

El que las emite debe estar bien seguro del beneficiario, ya que con un simple recibo sin aviso y sin protesta se cobran, no hay que probar nada solo indicar que se le debe el pago.

AHORA BIEN. vamos a cambiar el nombre del beneficiario y añadir que es de parte de Intrakam, ya estas instrucciones estan dadas.

Se ha hecho esto de muy buena fe, la intencion es pagar y ustdedes pueden confirmar con su banco cuando quieran. QUE SE HIZO POR ESE MONTO CON UN 10% MAS Y QUE USTEDES APLICARAN LO QUE SEA JUSTO PARA EL COBRO Y SE PAGA SIN PROTESTA.

Saludos,

César Chávez

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Ŀ	- A0d3ff88c-bc19-4e2b-9ba0-df93a7		- A6f52c9ec-3b6c28301fa2fdd.PDF

## English Translation

To: Cc: Cco:

Subject: Musket's Letter to amend the previously issued L/C to PDVSA

Hi Maria,

Good morning,

I am attaching a copy of the LC with some comments. Stand by LCs are never transferable and it is never possible to incur debt based on them. The issuer of the letter of credit places all the money at bank's control. This is has nothing to do with a documentary letter of credit.

The issuer must be well assured about the beneficiary, since upon receipt, and without notice or protest, the beneficiary can demand payment. They do not need to prove anything, just indicate that payment is due.

NOW, we will change the beneficiary's name and add that it is on behalf of Intrakam, as these instructions were already given.

This has been done in good faith, the intention is to pay you and allow you to confirm the letter of credit with your bank whenever you want. THIS WAS DONE FOR SUCH AMOUNT WITH AN EXTRA 10%. YOU CAN APPLY WHATEVER IT IS FAIR FOR YOU TO COLLECT AND IT WILL BE PAYABLE WITHOUT PROTEST.

Regards,

Cesar Chavez

[Attaching two files]



<cesarchavez@intrakam .com.
mx>

15/11/2006 02:03 p.m.

Para silvamgj@pdvsa.com

gonzalezggx@pdvsa.com, vasquezcl@pdvsa.com, cc rosasav@pdvsa.com, ferrinh@pdvsa.com, burgere@pdvsa.com, orelianac@pdvsa.com

CCO

Asunto LC Team Aniara

Historial

Este mensaje ha sido respondido.

Estimada María,

El banco acepta que en la parte del aplicante se haga de la siguiente forma

Applicant: Musket corp in accordance with instructions from PDVSA Petroleo S.A. registered operator intrakam sa de cv.

Si ustedes lo aprueban, confirmar por escrito.

Gracias

César Chávez

## English Translation

To: Cc: Cco:

Subject: LC Team Aniara

History: You have replied to this message.

Dear Maria,

The bank accepts the following changes to the applicant section

Applicant: Musket corp In accordance with instructions from PDVSA Petroleo S.A. registered operator intrakam sa de cv.

If you approve these changes, please confirm in writing.

Thanks

Cesar Chavez

GILMER GONZALEZ/GONZALEZGGX /PDV/PDVSA

15/11/2006 03:57 p.m.

Para bettyp@loves.com

DOLORES

DOBARRO/DOBARRODETD/PDV/PDVSA@PDV, CAROLA

BEJARANO/BEJARANOCC/PDV/PDVSA@PDV,

cc a.engineering@terra.es, ARCADIO ROSAS/ROSASAV/MM/PDVSA@PDV,

CESARCHAVEZ@INTRAKAM.COM.MX, MARIA

SILVA/SILVAMGJ/PDV/PDVSA@PDV

CCO

Asunto MUSKET - INTRAKAM / LETTER OF CREDIT

Historial:

🕏 Este mensaje ha sido remitido.

Dear Sirs,

As per our phone conversation of today regarding the above reference, we hereby confirm the need of opening a Letter of Credit having as applicant the Company "Musket" on behalf of the Company "Intrakam", due to Intrakam is the registered client in PDVSA, the actual direct buyer and responsible for paying before PDVSA. The use of this statement is commonly practiced in PDVSA with our customers; this procedure also protects all parts involved. We so far haven't had any problems with this practice. According to the above applicant statement, Intrakam would be the only company responsible for any legal claim under the supplying contract and under the warranty and/or letter of credit, so it is needed to get Intrakam involved in the documentation.

Since you need some time to contact the adequate approval channels, we here wait for your prompt answer considering we have no time because the loaded vessel has been there for too long, causing operational problems to PDVSA and desperation to the crew.

We hope this problem can be solved as soon as possible since we both intend to keep on building up our business relationship in the future.

Our e-mail addresses: GONZALEZGGX@PDVSA.COM, DOBARRODETD@PDVSA.COM and BEJARANOCC@PDVSA.COM.

Our phones: 58-212-708.4552 / 708.3999.

Kind regards,

Gilmer G. González G. International Commerce General Manager Commerce & Supply PDVSA Petróleos, S.A.

# **English Translation**

To: Cc: Cco:

Subject: MUSKET - INTRAKAM LETTER OF CREDIT

History: This message has been forwarded.

[Text in English]



## <cesarchavez @intrakam.com .mx>

16/11/2006 10:20 a.m.

Para gonzalezggx@pdvsa.com

vasquezcl@pdvsa.com, rosasav@pdvsa.com, cc ferrinh@pdvsa.com, burgere@pdvsa.com, orellanac@pdvsa.com

CCO

Asunto MUSKET - INTRAKAM / LETTER OF CREDIT

Historial:

👺 Este mensaje ha sido remitido.

Buenos días SR. Gilmer,

Me comunico para preguntarle cual es la desición final que PDVSA a tomado respecto a las enmiendas de LC del Team Aniara.

Por favor, si es posible me la hagan llegar por escrito para que el banco realice las modificaciones conforme a lo acordado.

Anexo conversaciones sostenidas el día de ayer.

Saludos

César Chávez INTRAKAM SA de CV

ATTN: BETTY PROUDFOOT ATTN: MUSKET CORPORATION

DEAR BETTY,

WE HAVE READ CAREFULLY YOUR REPLY TO PDVSA'S, AND WE HAVE READ CAREFULLY YOUR BANKER KEVIN WATT'S SUGGESTION.

WE ARE IN FULL COMPLIANCE WITH WHAT MR. KEVIN WATT SAID, AND WE CONCUR AND AGREED WITH SOLUTION AS CONTAINED IN ITEM (2) OF MR. KEVIS'S EMAIL HEREWITH BELOW.

WE PROPOSE THAT MUSKET IMPLEMENT ACCORDINGLY AS PER ITEM 2 (WHICH IS ACCEPTABLE TO JPMORGAN), AND WHICH SURELY WILL BE ACCEPTABLE TO PDVSA.

REGARDS,

Gilmer,

I will also forward a copy of our letter to JPMorgan Chase to amend the LC to be sure is is as you requested. I just wanted you to know their concerns listed below. We are trying to get the issues resolved. Will keep in touch. Betty Proudfoot esta fue de muskat a Gilmer

Dear Betty, Esta es del banco a Muskat

I'm sorry I was unable to attend the 2:45 meeting. I've pasted the email I sent earlier so others at Loves can appreciate our position. I basically understand why PDVSA wants the change, but I'm afraid we can't amend the letter of credit as they request. See my point three below...

"It would be interesting to know how the underlying transaction is structured. So far besides you we have NAPCO of Switzerland, Advanced of Spain, General Oil of (?), PDVSA of Venezuela and Intrakam of (?) involved in the transaction. According to your contract what and to whom is your recourse in the event of non-delivery or wrongful drawing? Fortunately my primary concern is with properly structuring the letter of credit. Note that a letter of credit is an independent undertaking. The parties to this undertaking are JPMorgan Chase Bank, N.A., as Issuing Bank, PDVSA Petroleo [y Gas] S.A.as Beneficiary, and Musket Corporation as Applicant, at whose request we have issued the letter of credit. Musket Corporation is separately obligated to reimburse us under the terms of our secuity and reimbursement agreement.

If we are to name Intrakam (in any capacity) alongside the Applicant, the party on whose behalf the letter of credit is issued, and who has separate obligations to us under the security and reimbursement agreement, then we must assume that some sort of contract would exist, or be perceived to exist, between Intrakam and JPMorgan Chase Bank N.A. We are not prepared to name Intrakam in our undertaking unless:

- 1) As stated earlier, they are named as a party to the underlying transaction in the text of the demand statement: "We, PDVSA... CHASUS33" \
- 2) They are named in the text of a purpose statement we add to the credit such as "We understand this letter of credit is issued relative to contract [contract number] covering the purchase of MT35,708 of D2 Diesel Oil between PDVSA Petroleos [y Gas], S.A and Intrakam SA" or the like. This makes clear in our undertaking that Intrakam's role is limited to the underlying transaction. This may not be acceptable to Musket. I suggest you have your counsel review this alternative before deciding to pursue it. Esto lo proponen todos pero no se si pdv esta de acuerdo
- 3) If they will have a role in the letter of credit, suggested by Gilmer's statement: "Intrakam would be the only company responsible for any legal claim under the supplying contract and under the warranty and/or letter of credit." This statement is unclear. If Intrakam would have any rights or obligations, as Applicant or otherwise, let them explain what those rights or obligations should be. What are the terms of this contract? Any such arrangement would at minimum need to be receive the approval of our legal counsel and be formalized in writing between Intrakam and ourselves."

Regards, Kevin

Kevin Watt

Risk Analyst

Global Trade Risk Management

Phone (312) 954-1885

Fax (312) 954-2281

kevin.j.watt@jpmchase.com

"Betty Proudfoot" <BettyP@loves.com>

11/15/2006 03:06 PM

То

"Kevin Watt, Chase Global Trade Risk Mgmt" <kevin.j.watt@

jpmchase.com>

"Steve Magness" <stevem@loves.com>, "Ravi Ramdas" <Ravir@loves.com>, "John Munger at Chase Bank" <john.g.munger@chase.com>, "Doug Stussi" <DougS@loves.com> Subject FW: MUSKET - INTRAKAM / LETTER OF CREDIT

Kevin,

The request below from PDVSA is approved by Musket Corporation.

We have completed our conference call with all parties involved with the PDVSA LC#CTCS-651908. We at Musket now have a clear understanding of the request to change the applicant to include the following: Musket Corporation, on behalf of INTRAKAM. We are ready to proceed with amending the LC and I will forward a letter requesting the amendment. There should be someone with Chase in the Global Trade Services that can reaffirm that our request is not unsual when dealing with this customer of the Bank.

Please advise, if you need me to do anything in addition to providing the Letter to Amend the LC.

Thank,
Betty Proudfoot Musket al banco

Dear Sirs, de Gilmer a Musket As per our phone conversation of today regarding the above reference, we hereby confirm the need of opening a Letter of Credit having as applicant the Company "Musket" on behalf of the Company "Intrakam", due to Intrakam is the registered client in PDVSA, the actual direct buyer and responsible for paying before PDVSA. The use of this statement is commonly practiced in PDVSA with our customers; this procedure also protects all parts involved. We so far haven't had any problems with this practice. According to the above applicant statement, Intrakam would be the only company responsible for any legal claim under the supplying contract and under the warranty and/or letter of credit, so it is needed to get Intrakam involved in the documentation. Since you need some time to contact the adequate approval channels, we here wait for your prompt answer considering we have no time because the loaded vessel has been there for too long, causing operational problems to PDVSA and desperation to the crew.

We hope this problem can be solved as soon as possible since we both intend to keep on building up our business relationship in the future.

Our e-mail addresses: GONZALEZGGX@PDVSA.COM, DOBARRODETD@PDVSA.COM and BEJARANOCC@

PDVSA.COM.

Our phones: 58-212-708.4552 / 708.3999.

Kind regards,

Gilmer G. González G.

International Commerce General Manager

Commerce & Supply

PDVSA Petróleos, S.A.

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# **English Translation**

To: Cc: Cco:

Subject: MUSKET - INTRAKAM / LETTER OF CREDIT

History: This message has been forwarded.

Good morning Mr. Gilmer,

I am contacting you to ask you about PDVSA's final decision with respect to the amendments to the LC of the Team Aniara.

If it is possible, please send to me the decision, in writing, so the bank can make the amendments as agreed.

I am attaching yesterday's communications.

Regards,

César Chávez INTRAKAM, S.A. de C.V.

[text in English]

[Dear Betty] This from the bank to Muskat

[Text in English]



carmen.mucha@jpmchase.c

17/11/2006 06:10 p.m.

Para MARIA SILVA <silvamgj@pdvsa.com>

bill.slowinski@jpmchase.com, "Betty Proudfoot" <BettyP@loves.com>, silvamgj@pdvsa.com, lori.b.reeder@jpmchase.com, randy.humphreys@jpmchase.com,

cc miguel.a.montenegro@jpmorgan.com, "Doug Stussi" <DougS@loves.com>, "John Munger at Chase Bank" <john.g.munger@chase.com>, "Ravi Ramdas" <Ravir@loves.com>, "Steve Magness" <stevem@loves.com>

Asunto Re: Rm: Amendment to LC#651908

here is a copy of the amendment released

(See attached file: CTCS-651908 AMENDMENT.pdf)

MARIA SILVA <silvamgj@pdvsa.c

11/17/2006 03:24 PM

bill.slowinski@jpmchase.com

To CC

carmen.mucha@jpmchase.com

Subject

Rm: Amendment to LC#651908

Bill , we need to know if JP morgan has issued these amedments in order to approve this cargo...

María Gabriela Silva

International Finance Operations Department PDVSA Petróleo S.A

Phone: 58 212 7083936

58 212 7083944/3964

---- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 17/11/2006 05:22 p.m. ----

bill.slowinsk i@jpmchase.co

carmen.mucha@jpmchase.com

CC

Para

17/11/2006 05:10 p.m.

"Betty Proudfoot" <BettyP@loves.com>,

silvamgj@pdvsa.com, lori.b.reeder@jpmchase.com, randy.humphreys@jpmchase.com, miguel.a.montenegro@jpmorgan.com, "Doug Stussi" <DougS@loves.com>, "John Munger at Chase Bank" <john.g.munger@chase.com>, "Ravi Ramdas" <Ravir@loves.com>, "Steve Magness" <stevem@loves.com> Asunto

Re: Amendment to LC#651908

In addition to the changes, I have confirmed that in addition to the attached, Steve Magus has requested that we amend the beneficiary's statement to read:

BENEFICIARY'S SIGNED AND DATED STATEMENT: "WE, PDVSA PETROLEOS, S.A, HEREBY CERTIFY THAT MUSKET CORPORATION ON BEHALF OF THE COMPANY INTRAKAM SA de CV HAS FAILED TO PAY US ON DUE DATE THE AMOUNT OF U.S. \$16,400,000.00 PLUS +/- 10% (SIXTEEN MILLION FOUR HUNDRED THOUSAND AND 00/100 U.S. DOLLARS PLUS AND MINUS TEN PERCENT) FOR THE SHIPMENT OF MT35,708 OF D2 DIESEL OIL FROM PUNTA CARDON, VENEZUELA TO HOUSTON, TEXAS, USA SHIPPED ON VESSEL M/T TEAM ANIARA." THEREFORE, WE DEMAND PAYMENT OF SAID AMOUNT IN SAME DAY FUNDS VIA WIRE TRANSFER TO OUR ACCOUNT PDVSA PETROLEO S.A., JPMORGAN CHASE BANK, N.A., NEW YORK 270 PARK

AVE., NEW YORK 10172, ACCOUNT NUMBER

ROUTER

Bill Slowinski Trade Risk Management Mail Code IL1-0236 Phone: 312 954-1934 Fax: 312 954-1963

"Betty Proudfoot" <BettyP@loves.com>

<bill.slowinski@jpmch
ase.com>

CC

Subject

Amendment to LC#651908

Bill,

This is the executed copy of my Letter with all data filled in. This has been entered through the Trade Channel also. PDVSA would like an e-mail to: silvamgj@pvdsa.com that lets them know you have the amendment and are in the process of getting it issued. Of course they would like for this ship to not set through another week-end. Please keep in touch regarding your progress.

Thanks, Betty Proudfoot 405-302-6758

The message is ready to be sent with the following file or link attachments:

\_1117130828\_001

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled. <<\_1117130828\_001.pdf>>

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[attachment "\_1117130828\_001.pdf" deleted by Carmen Mucha/IL/ONE] CTCS-651908 AMENDMENT.pdf

NOV 17, 2006

OUR L/C NO.: CTCS-651908 APPLICANT REF. NO.: PDVSA-2 AMENDMENT NO.: 1

TO:

PDVSA PETROLEO S.A.
DIVISION CORPORATIVA DE MANUFACTURA
Y MERCADEO EDIF. PDVSA, TORRE OESTE
CARACAS,
VENEZUELA

APPLICANT:

MUSKET CORPORATION ON BEHALF OF THE COMPANY INTRAKAM SA DE CV 10601 N. PENNSYLVANIA P.O. BOX 26210 OKLAHOMA CITY, OK 73126

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

RECEIVER'S REFERENCE:

NONREF

APPLICANT'S NAME AND ADDRESS ARE CHANGED TO MUSKET CORPORATION ON BEHALF OF THE COMPANY INTRAKAM SA DE CV 10601 N. PENNSYLVANIA P.O. BOX 26210 OKLAHOMA CITY, OK 73126

BENEFICIARY'S NAME AND ADDRESS ARE CHANGED TO PDVSA PETROLEO S.A.
DIVISION CORPORATIVA DE MANUFACTURA
Y MERCADEO EDIF. PDVSA, TORRE OESTE
CARACAS,
VENEZUELA

THE FOLLOWING 2 CONDITIONS ARE ADDED:

WE UNDERSTAND THIS LETTER OF CREDIT IS ISSUED RELATIVE TO CONTRACT REFERENCE 015INTRAK COVERING THE PURCHASE OF MT35,708 OF D2 DIESEL OIL BETWEEN PDVSA PETROLEO S.A. AND THE COMPANY INTRAKAM SA DE CV. WE FURTHER UNDERSTAND THAT INTRAKAM SA DE CV'S ROLE IS AS AN OPERATIVE ON BEHALF OF PDVSA PETROLEO S.A., ONLY.

THE AMOUNT AVAILABLE FOR DRAWING UNDER THIS LETTER OF CREDIT WILL BE REDUCED BY THE AMOUNT OF ANY PAYMENTS MADE OUTSIDE THIS LETTER OF CREDIT TO THE BENEFICIARY IF SUCH PAYMENTS ARE MADE THROUGH JPMORGAN CHASE BANK, N.A., CHICAGO AND REFERENCE THIS LETTER OF CREDIT.

BENEFICIARY'S SIGNED AND DATED STATEMENT IS CHANGED TO READ AS FOLLOWS:
"WE, PDVSA PETROLEOS, S.A, HEREBY CERTIFY THAT MUSKET CORPORATION ON BEHALF
OF THE COMPANY INTRAKAM SA DE CV HAS FAILED TO PAY US ON DUE DATE THE
AMOUNT OF U.S. \$16,400,000.00 PLUS +/- 10% (SIXTEEN MILLION FOUR HUNDRED
THOUSAND AND 00/100 U.S. DOLLARS PLUS AND MINUS TEN PERCENT) FOR THE
SHIPMENT OF MT35,708 OF D2 DIESEL OIL FROM PUNTA CARDON, VENEZUELA TO
HOUSTON, TEXAS, USA SHIPPED ON VESSEL M/T TEAM ANIARA." THEREFORE, WE
DEMAND PAYMENT OF SAID AMOUNT IN SAME DAY FUNDS VIA WIRE TRANSFER TO OUR
ACCOUNT PDVSA PETROLEO S.A., JPMORGAN CHASE BANK, N.A., NEW YORK 270 PARK
AVE., NEW YORK 10172, ACCOUNT NUMBER

ALL AMENDMENT UNDER THIS LETTER OF CREDIT ARE SUBJECT TO THE BENEFICIARY'S AGREEMENT, AS PER (SELECT ONE) [ARTICLE 9D, UCP 500] OR [RULE 1.06B, ISP98]. THIS AMENDMENT SHALL NOT BE CONSIDERED OPERATIVE UNLESS THE BENEFICIARY COMMUNICATES THEIR AGREEMENT TO THE AMENDED TERMS. PLEASE INDICATE YOUR ACCEPTANCE/REJECTION BY SIGNING AND RETURNING A COPY OF THIS AMENDMENT TO THE ATTENTION OF STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, MAIL CODE IL1-0236, CHICAGO, ILLINOIS60606-0236.

PDVSA PETROLEO S.A.

ACCEPTED	BY:			
ITS:				
DATE:		 	-	
REJECTED	BY:			
ITS:		 		
DATE:				

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

Case 2:06-cv-15522-VM Document 19-52 Filed 02/02/2007 Page 8 of 11

NOTE: KINDLY SIGNIFY YOUR CONSENT TO THIS AMENDMENT BY SIGNING AND RETURNING THE ENCLOSED COPY DIRECTLY TO US OR THE ADVISING BANK (IF ONE IS PRESENT) FOR TRANSMISSION TO US. YOUR IMMEDIATE ATTENTION TO THIS MATTER WILL BE APPRECIATED IN ORDER THAT WE MAY COMPLETE OUR RECORDS.

AUTHORIZED SIGNATURE



<cesarchavez@intrakam.co
m.mx>
17/11/2006 06:28 p.m.

Para ·silvamgj@pdvsa.com

gonzalezggx@pdvsa.com, vasquezcl@pdvsa.com, cc rosasav@pdvsa.com, ferrinh@pdvsa.com, burgere@pdvsa.com, orellanac@pdvsa.com

cco

Asunto Fw: Rm: Amendment to LC#651908

Estimada María,

Se anexa las enmiendas a la LC del Team Aniara

Saludos

César Chávez INTRAKAM SA de CV

INTRAKAM SA de CV

- CTCS-651908 AMENDMENT.pdf

# **English Translation**

[Text in English]

To:

Cc:

Cco:

Subject: Fw. Fw: Amendment to LC#651908

Dear María,

I am attaching the amendments to the LC of the Team Aniara

Regards

César Chávez INTRAKAM, S.A. de C.V.

[Attaching a PDF file]



<cesarchavez@intrakam.co</pre> m.mx> 17/11/2006 06:28 p.m.

Para silvamgj@pdvsa.com

gonzalezggx@pdvsa.com, vasquezcl@pdvsa.com, cc rosasav@pdvsa.com, ferrinh@pdvsa.com, burgere@pdvsa.com, orellanac@pdvsa.com

Asunto Fw: Rm: Amendment to LC#651908

Estimada María,

Se anexa las enmiendas a la LC del Team Aniara

Saludos

César Chávez INTRAKAM SA de CV

- CTCS-651908 AMENDMENT.pdf

NOV 17, 2006

OUR L/C NO.: CTCS-651908 APPLICANT REF. NO.: PDVSA-2

AMENDMENT NO.: 1

TO:

PDVSA PETROLEO S.A.

DIVISION CORPORATIVA DE MANUFACTURA Y MERCADEO EDIF. PDVSA, TORRE OESTE

CARACAS.

VENEZUELA

APPLICANT:

MUSKET CORPORATION ON BEHALF OF THE

COMPANY INTRAKAM SA DE CV

10601 N. PENNSYLVANIA

P.O. BOX 26210

OKLAHOMA CITY, OK 73126

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

RECEIVER'S REFERENCE:

NONREF

APPLICANT'S NAME AND ADDRESS ARE CHANGED TO MUSKET CORPORATION ON BEHALF OF THE COMPANY INTRAKAM SA DE CV 10601 N. PENNSYLVANIA P.O. BOX 26210 OKLAHOMA CITY, OK 73126

BENEFICIARY'S NAME AND ADDRESS ARE CHANGED TO PDVSA PETROLEO S.A.
DIVISION CORPORATIVA DE MANUFACTURA
Y MERCADEO EDIF. PDVSA, TORRE OESTE
CARACAS,
VENEZUELA

THE FOLLOWING 2 CONDITIONS ARE ADDED:

WE UNDERSTAND THIS LETTER OF CREDIT IS ISSUED RELATIVE TO CONTRACT REFERENCE 015INTRAK COVERING THE PURCHASE OF MT35,708 OF D2 DIESEL OIL BETWEEN PDVSA PETROLEO S.A. AND THE COMPANY INTRAKAM SA DE CV. WE FURTHER UNDERSTAND THAT INTRAKAM SA DE CV'S ROLE IS AS AN OPERATIVE ON BEHALF OF PDVSA PETROLEO S.A., ONLY.

THE AMOUNT AVAILABLE FOR DRAWING UNDER THIS LETTER OF CREDIT WILL BE REDUCED BY THE AMOUNT OF ANY PAYMENTS MADE OUTSIDE THIS LETTER OF CREDIT TO THE BENEFICIARY IF SUCH PAYMENTS ARE MADE THROUGH JPMORGAN CHASE BANK, N.A., CHICAGO AND REFERENCE THIS LETTER OF CREDIT.

BENEFICIARY'S SIGNED AND DATED STATEMENT IS CHANGED TO READ AS FOLLOWS:
"WE, PDVSA PETROLEOS, S.A, HEREBY CERTIFY THAT MUSKET CORPORATION ON BEHALF
OF THE COMPANY INTRAKAM SA DE CV HAS FAILED TO PAY US ON DUE DATE THE
AMOUNT OF U.S. \$16,400,000.00 PLUS +/- 10% (SIXTEEN MILLION FOUR HUNDRED
THOUSAND AND 00/100 U.S. DOLLARS PLUS AND MINUS TEN PERCENT) FOR THE
SHIPMENT OF MT35,708 OF D2 DIESEL OIL FROM PUNTA CARDON, VENEZUELA TO
HOUSTON, TEXAS, USA SHIPPED ON VESSEL M/T TEAM ANIARA." THEREFORE, WE
DEMAND PAYMENT OF SAID AMOUNT IN SAME DAY FUNDS VIA WIRE TRANSFER TO OUR
ACCOUNT PDVSA PETROLEO S.A., JPMORGAN CHASE BANK, N.A., NEW YORK 270 PARK
AVE., NEW YORK 10172, ACCOUNT NUMBER

ALL AMENDMENT UNDER THIS LETTER OF CREDIT ARE SUBJECT TO THE BENEFICIARY'S AGREEMENT, AS PER (SELECT ONE) [ARTICLE 9D, UCP 500] OR [RULE 1.06B, ISP98]. THIS AMENDMENT SHALL NOT BE CONSIDERED OPERATIVE UNLESS THE BENEFICIARY COMMUNICATES THEIR AGREEMENT TO THE AMENDED TERMS. PLEASE INDICATE YOUR ACCEPTANCE/REJECTION BY SIGNING AND RETURNING A COPY OF THIS AMENDMENT TO THE ATTENTION OF STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, MAIL CODE IL1-0236, CHICAGO, ILLINOIS60606-0236.

PDVSA PETROLEO S.A.

ACCEPTED	BY:	
ITS:		
DATE:		
		· .
REJECTED :	BY:	
ITS:		
DATE:		

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

NOTE: KINDLY SIGNIFY YOUR CONSENT TO THIS AMENDMENT BY SIGNING AND RETURNING THE ENCLOSED COPY DIRECTLY TO US OR THE ADVISING BANK (IF ONE IS PRESENT) FOR TRANSMISSION TO US. YOUR IMMEDIATE ATTENTION TO THIS MATTER WILL BE APPRECIATED IN ORDER THAT WE MAY COMPLETE OUR RECORDS.

AUTHORIZED SIGNATURE

# **English Translation**

To:

Cc:

Cco:

Subject: Fw. Fw: Amendment to LC#651908

Dear María,

I am attaching the amendments to the LC of the Team Aniara

Regards

César Chávez INTRAKAM, S.A. de C.V.

[Attached PDF file]

[text in English].

Shipped an appoint word order and condition is counsely inspected with a term and a con-	m by PDVSA PET	ROLFO, S.A.			
on bound the vessel — TEAM ANIARA — (a bould dell'aiper)		thag 1.1BE	RIAN		
whereof WEGIER RYSZARD J.  (6) colb	is Master, loaded at ressucaçõese, cargado e	PUNTA CARDON, PO	ORT, VENEZUEL	<b>V</b>	
and to be delivered at the port of HOUSTO	ON, PORT, TEXAS, U	SA			
or so near thereto as the vessel can safely be obtained a left most obtained by acquiring a left most obtained by a left of the left		•	RDER MUSKET C	ORPORATION	
of contents DIESEL	t standed of M		· ·		*** *** * ****
EXACT QUANTITY LOADED (Cantidae	les Exactas Cargadas)	GROSS AT 60°F (B	ruto a morfii	NET AT 60°F (New	) 4 o() F)
BARRELS OF 42 U.S. GALLONS OR	uriles de 42 galones U.S.			. 2	63,123
LONG TONS (tougladus Largus)	1 4 4 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	* 1		m •	35,124
METRIC TONS (Gradadas Metracus)		• • • • • • • • • • • • • • • • • • •		35,	688.94
U.S. GALLONS (Galores U.S.)		1	er en	11,0	51,166
KILOGRAMS (Kilogramos)				35,6	88,940
CUBIC METERS (Metros Cubicos)	· · · · · · · · · · · · · · · · · · ·	. 1	•	•	41,833
o the order on payment of freight at the rate of andergreys payment of freight at the rate of	of AS AGREED	.1			
This shipment is carried under and pursuant to too embagge is the terms.					
Date between NIL and NI			•		
As charterer, and all the terms whatsoever of too theador. I do be tempos, coal-president of the interest mapply to and govern the rights of the cost masses or appearing a regimnles decidios de in part	del caudo fletamento excepto parties concerned in th	a rata y el pago de flete especifi	7 '		
In witness whereof the master has signed to the transmission of th		of this tenor and date, one obaque del ousno renor e igual			
Lauses 1 to 10 inclusive on the reverse of this lause body and for the common terms of the set common terms.				mg.	
This sale is under the condition that the export lists venuses baseds associated as good export when do re-		PETROLEO, S.A.	, ,		
Sec. G. 1. 1. 1995 N. 17. 77.78, 451.008 S. Cantado y natura		thomogene No. 5855 & Parkaiques	Claser Certain (Nº Certaficad)		м, .
icae N SOKA3606001ANIA Jodigo Alfanimerico del Transportista María		B.L.N° 10737-5855-1	-1 Order N (Orden N.)	NIL	
import License N. NII.  Solven of the many	*	ident N°NH.	Partida Ar	ancelaria NIL	
Remarks (Observations)					
SIL .					
	•		γ)	4 24.2.0	6756:1131
1				1 (716)	WEGHTAL

Dated at description PUNIA CARDON, PORT, VENEZA ELA CARDON, PORT, PO

## Cargo Manifest

(Manifiesto de Carga)

General and cargo manifest of the cargo DIESEL

Mand esto reneral de la carga-

loaded at the Port of PUNTA CARDON, PORT, VENEZUELA

thin ada en el puerto de,

shipped by (embarcada por) PDVSA PETROLEO, S.A.

on board the vessel

ra bordo del huque)

TEAM ANIARA

tlag

(handera)

whereof (por cuanto) WEGIER RYSZARD J.

is the Master,

(es su Capitan)

consigned to (para ser entregado a) TO THE ORDER MUSKET CORPORATION

at the Port of (en el paerto de)

HOUSTON, PORT, TEXAS, USA

**EXACT QUANTITIES LOADED** (Cantidades Exactas Cargadas)

	GROSS AT 60°F (Bruto a 60°F)	NET AT 60°F (Neto a 60°F)
BARRELS OF 42 U.S. GALLONS (Barriles de 42 galones U.S.)		263.123
LONG TONS (Toneladus Fargus)		35,124
METRIC TONS (Totteladas Metricas)		35,688.94
U.S. GALLONS (Galones U.S.)	100 100 100 100 100 100 100 100 100 100	11.051,166
KILOGRAMS (Kilogramos)		35,688,940
CUBIC METERS (Metros Cubicos)		41,833

We hereby certify that this manifest contains the entire cargo loaded on board the above named vessel, from the port (Certificamos que este manifiesto expresa el cargamento completo tornado a bordo del amba señalado y en el puerto)

strated and delivered to the port indicated above (maicado, con destino al puerto nicocionado arroa).

Seac Nº SOKA3606001ANIA

(Codigo Alfaniamerico del Transportista Maritimo)

Remarks (Observaciones)

NIL.

By Master (Por el Capitan)

RUNARD WEGGIAN

Signature (Firma)

Name (Nombre)

WEGIER RYSZARD J2.55...)

#### Terminal (Terminal) PUNTA CARDON, PORT, VENEZUELA

ilag,

### Origin Certificate

(Certificado de Origen)

We certify that we have loaded DIESEL

(Nosotros cernificamos que hemos cargado)

on board the vessel TEAM ANIARA

#### EXACT QUANTITIES LOADED

(Cantidades Exactas Cargadas)

	GROSS AT 60°F (Bruto a 60°F)	NET AT 60°F (Neto a 60°F)
BARRELS OF 42 U.S. GALLONS (Barries de 42 galones U.S.)		263.123
LONG TONS (Tonetadas Largas)		35,124
.METRIC TONS (Toneladas Metricas)		35,688.94
U.S. GALLONS (Galones U.S.)		11,051,166
KILOGRAMS (Kilogramos)		35,688,940
CUBIC METERS (Metros Cubreas)		41,833

(a bordo del buque)			(coni	(de bandera)
at the terminal of PUN (en el terminal de)	TA CARDON, P	ORT, VENEZUELA	on 13/NOV/20	(con destination)
to HOUSTON, PORT, TE	XAS, USA			
This product was manufactured of VENEZULLA.	venezuela, pr	oduced in normal refining pro	eess and the crude oil is	coming from oil fields of
(Esse prestucto the dabojado en VENEZI	FLX bajo los procesos	normales de refinación, y el cindo ut	filizado proviene de los campo	s petroleros de VFNEZUELA.)
Credit Letter Nº CICS-651908 (N° Carta de Credito)		Shipment No 5855 - 1 - 1 (No Embersion)	Certificate N° (N° Certificado)	NIL Section and the section of the s
Scac N SOKA3606001 ANIA (Cochea Alfanumenco del Transporti	sia Maritimo)	B/L/N° NH. (N° B/L)	Order Nº (Númoro de Orden	NII. 
Import License N NL (N° Licencia de Importación)		Indent N <sup>3</sup> NII.	Partida Arancoluria	NIL
Remarks (Observaciones)				

By PDVSA PETROLEO, S
(Por)

Signature (Firma)

Name (Nombie) ENRIQUE J. ROMAN R



# PARAGUANA REFINERY CENTER

# LABORATORY

# REPORT OF QUALITY

November 21 2006 5:13 AM

Cardón,

CARGO No.: 5855-1

NAME OF VESSEL: TEAM ANIARA

CARGO: CLIENT: INTRAKAMSA 

Page 5 of 7

Contract Number: SA130239

DATE APPROVED: 05-00T-2006 04:37 PM

BOUND FOR: SINGAPORE, PORT, SINGAPORE

TANK (S)

\*GASOIL PESAGC \*GASOIL PESADC \*GASOIL PESADC LINEA CAPGA

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				acer*												

LABORATORY SUPERVISOR: JULIO DUARTE

Case 2:06-cv-15522-VM

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# (Certificado de Cantidad) uantity Certificate

Date Techas November 13th, 2006

Second of Company Nessel majori TEAM ANIARA

PUNTA CARDON, PORT, VENEZUELA

Product (Pedecto) DIESEL

Shipped (Especialist) PDVSA PETROLEO, S.A.

	Capture talking	***	*	7	2. C. II.	TO TO TO THE	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Je	7 ( 1 ) ( 1						Towns, care		2
ag			Shore tank g	auges before a	Shore tank gauges before and after ship loading	ding	9	AUGE (Feet, Inche	GAUGE (Feet, Inches, Frac - Mts. Cms)
P			"(Medidas de	e les tanspies de tie	(Medidas de los lanques de firma antes y después de carga)	eurga)		Medida (Pies, Pulgadas, Pag. Ms.), 1940	Pac May me
Tank No.   Insp. Tank Meas   C	Obs Vol Water	Water Meas Water Vid.	Ones Vol. Temp		APING FACILITY (FACIOF)	id	Glassá, Val Jernan II.	W & S	18 Vol.
1008 1 15008	141,866		141,866 117.0			0.97360	138,121 0,00	90	- %.1:1
20	10,121	9	10,321 115.0	-	<b>\$</b>	0.07450	10,058 0,00	20	850'01
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	66,733		÷1,7,5,				21,201		1.7.1%
TOTAL CARGO LOADED	269,912		269,91.2				26.3.12.3		263.123
TOTAL CARGO LOADED CONSIGNEE Long Tons	Long Tons (Lon Jarget)		Metric Tons that Metica I	Sul	Gallens (Librey) (S)	Kitogram	Kilograms Kilogramo ()	Calme Mate	Calac Mater (Merce) 1/3 cm
nent Gross (Immin) Net (News) 163,123	Gross (Yaxes)	Nett News) Gr	Net (Nebrs) Gross, (Brutos) Net, (Nebs) 35,688,94		Gross (Pesto) Net 1	Net (News) Gross 11.051.166	i i iului .	Notes (1088 t. mater) Net. (Netro) Gross (Pro) (	1180 1180
Carack Creeses		2 52	Shipment Nº 8855-1-1		Certificate N?	2		Wet API Gravity at 60 T	Sat (4) T 34.0
OCCIO Nº SOKATARABULANIA (** Codino del origino Arcenaro)	,	ý. <b>33</b>	B-L Nº SIL	20	Order N° (Numbers de Geden)	NII.		Dry API Gravity in 60 F	14.00 F 34.0
Amport License N. Ni N. Trende de fresche von		7.5	Indept N		Partula Asancelaria .	SIL .		Calculated Barrels of Water (Barrie-Calculated Barrels April	els of Water 0.00
Note (Note)  Only Sale is under the condition that the exporter of record is PDVSA PETROLEO. S.A.  Only Sale is under the condition that the exporter of record is PDVSA PETROLEO. S.A.	t the exporter of	record is PDVSA PI	TROLEO, S.A.					Average Temperature (Temperature Prince)  By PDVSA PETRO	age lemperature [118,22] embro liteaceoi PDVSA PETROLEÓ, S. A.
Germany of the German								Signature Construct EN	Name (Carden ENRIQUE), ROMAN R
Case 2:0									5
C									

Clients: INTRAKAM S.A. DE C.V.

PDVSA PETROLEO, S.A.

Ship: TEAM ANIARA

Cargo: GASOIL 0.2 PCT SULPHUR / 45 CETANE Port: PUNTA CARON, BAY, PORT, VENEZUELA

Report No.: OGC/PF/251606/06

Date: NOVEMBER 13th., 2006

Client Ref: N/A

# SHIP'S TANK ULLAGE REPORT

A.P.I: 34,0

Tank No.         Reference Height Height UII         Corr. UII         T.O.V. cm         Free Water M3         U.V. Temp U.S. Bbls. (F)         CB         ⊕ 6B         ⊕ 6D F           1C         0.000         0.000         1.26         0.00         1.26         0.00         0.33.310         103.8         0.9797         32.634           2C         0.000         0.000         1.15         5.403         0.00         0         33.310         103.8         0.9792         32.634           3C         0.000         0.000         1.06         0.00         1.06         5.436         0.00         0         33.310         103.8         0.9792         33.327           3C         0.000         0.000         1.06         0.00         1.06         5.436         0.00         0         34.029         104.9         0.9792         33.221           5C         0.000         0.000         0.91         4.806         Treces         0         30.228         105.3         0.9790         29.593           1P         0.000         0.000         5.48         0.00         5.78         1.477         0.00         9.616         98.6         0.9823         9.446           1S         0.000 </th <th>UNITS:</th> <th></th> <th>MTS</th> <th>]</th> <th>34,0</th> <th>j</th> <th></th> <th></th> <th>•</th> <th>UNITS:</th> <th>BBLS</th> <th>]</th> <th></th>	UNITS:		MTS	]	34,0	j			•	UNITS:	BBLS	]	
No.         Height Height         UII         Corr         UII         M3         cm         M3         U.S. Bbls.         (F)         6B         @ 60 F           1C         0,000         0,000         1,26         0,00         1,26         5,296         0,00         0         33,310         103,8         0,9797         32,634           2C         0,000         0,000         1,15         0,00         1,06         5,436         0,00         0         33,981         104,9         0,9792         33,275           3C         0,000         0,000         1,13         0,00         1,13         5,410         0,00         0         34,193         105,8         0,9788         33,468           4C         0,000         0,000         0,91         0,00         0,91         0,00         0,91         0,00         0,91         0,00         0,91         0,00         0,91         0,9792         33,321           5C         0,000         0,000         5,48         0,00         5,78         1,477         0,00         0         9,616         9,86,0         0,9823         98,1         0,9826         9,130           2P         0,000         0,000         4,51	Tank	Reference	Obs. Ref.	Gauge	-	Corr.	T.O.V.	Free	Water	· · · · · · · · · · · · · · · · · · ·			G.S.V.
1C         0,000         0,000         1,26         0,00         1,26         0,00         0         33,310         103,8         0,9797         32,634           2C         0,000         0,000         1,15         0,00         1,15         5,403         0,00         0         33,391         104,9         0,9792         33,275           3C         0,000         0,000         1,06         0,00         1,13         5,410         0,00         0         34,029         104,9         0,9788         33,468           4C         0,000         0,000         1,13         0,00         1,13         5,410         0,00         0         34,029         104,9         0,9792         33,321           5C         0,000         0,000         5,48         0,00         5,48         1,529         Treces         0         30,228         105,3         0,9790         29,593           1P         0,000         0,000         5,78         0,00         5,78         1,477         0,00         0         9,293         98,1         0,9823         9,446           1S         0,000         0,000         4,51         1,069         0,00         0         6,812         111,12			Height	1		UII	МЗ	cm	МЗ	U.S. Bbls.		i i	
2C	,	0,000	0,000	1,26		1,26	5.296	0,00	0	33.310			
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4C         0,000         0,000         1,13         0,00         1,13         5,410         0,00         0         34,029         104,9         0,9792         33,321           5C         0,000         0,000         0,91         0,00         0,91         4,806         Treces         0         30,228         105,3         0,9790         29,593           1P         0,000         0,000         5,48         0,00         5,48         1,529         Treces         0         9,616         98,6         0,9823         9,446           1S         0,000         0,000         4,37         0,00         5,78         1,477         0,00         0         9,293         98,1         0,9825         9,130           2P         0,000         0,000         4,37         0,00         4,51         1,069         0,00         0         6,812         111,2         0,9765         6,652           2S         0,000         0,000         1,09         2,813         0,00         0         6725         111,2         0,9765         6,562           3S         0,000         0,000         1,20         2,791         Treces         0         17,691         102,2         0,986			0,000	1.06	0,00	1,06		0,00	0	34,193			
5C         0,000         0,000         0,91         0,00         5,48         0,00         5,48         0,00         5,48         1529         Treces         0         9,616         98,6         0,9823         9,446           1S         0,000         0,000         5,78         0,000         5,78         1,477         0,00         0         9,293         98,1         0,9823         9,130           2P         0,000         0,000         4,37         0,00         4,37         1,083         0,00         0         6,812         111,2         0,9765         6,652           2S         0,000         0,000         1,09         0,00         4,51         1,069         0,00         17,691         102,2         0,9866         17,348           3S         0,000         0,000         1,20         2,791         Treces         0         17,691         102,2         0,9806         17,348           5S         0,000         0,000         1,96         2,833         Treces         0         17,518         104,5         0,9795         17,463           4P         0,000         0,000         0,00         0,00         0,00         0,00         0,00         1,7691 </td <td></td> <td></td> <td></td> <td></td> <td>0,00</td> <td></td> <td></td> <td>0,00</td> <td>0</td> <td>34.029</td> <td></td> <td></td> <td></td>					0,00			0,00	0	34.029			
1P         0,000         0,000         5,48         0,00         5,48         1 529         Treces         0         9,616         98,6         0,9823         9,446           1S         0,000         0,000         4,37         0,00         5,78         1,477         0,00         0         9,293         98,1         0,9825         9,130           2P         0,000         0,000         4,37         0,00         4,37         1,083         0,00         0         6,812         111,2         0,9765         6,652           2S         0,000         0,000         1,09         0,00         1,09         0,00         0         6,725         111,2         0,9765         6,652           3P         0,000         0,000         1,09         0,00         1,09         2,813         0,00         0         17,691         102,2         0,9806         17,348           3S         0,000         0,000         1,06         0,00         1,96         2,833         Treces         0         17,818         104,5         0,9795         17,463           5P         0,000         0,000         0,00         0,00         0,00         0,00         0,00         1,17,554		1			0,00		4 806	Treces	0	30 228	105,3		
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B/L Figures 263 123 B/L Figures 263 1	B/L Figures							263 123					
Difference	Difference					172						573	0,22%

Remarks

Ship stopped cargo - UTI Senal used : 69368

Original Signed Held On File

Vessal Representative

Carlos Marquez SGS Cargo Surveyq

Member 17th Services and Construction to Construct

EXHIBIT 53



CCO

Re: FW: BL of MT " TEAM ANIARA " / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

#### **Buenas Tardes Cesar**

Los documentos de embarque ya los solicite con carácter de urgencia a la correspondencia de nuestra empresa, y ellos acordaron entregármelos hoy , por lo que HOY mismo estaré remitiendo dichos originales a las empresas de Intrakam en México,, así que consecuente les estaré enviando un correo con el Tracking Number de dicho envío.

Gracias y saludos

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A

Phone: 58 212 7083936

Fax: 58 212 7083944/3964

# English Translation

### EXHIBIT 53

To:

Cc:

Cco:

Subject: Re: FW: BL of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

### Good Afternoon Cesar

I already requested as urgent the shipping documents to the mail department of our company, and they agreed to give them to me today. Therefore, **TODAY**, I will be forwarding the original documents to Intrakam in Mexico. I will send you an e-mail with the Tracking Number for this shipment.

Thank you and regards

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A. [Telephone/Fax] EXHIBIT 54



Para cesarchavez@intrakam.com.mx

HUMBERTO FERRIN <a href="mailto:rerrinh@pdvsa.com">ferrinh@pdvsa.com</a>, CARLOS VASQUEZ <a href="mailto:vasquezcl@pdvsa.com">vasquezcl@pdvsa.com</a>, GILMER GONZALEZ <a href="mailto:qonzalezggx@pdvsa.com">qonzalezggx@pdvsa.com</a>, ADAM KAMARA

CCO

Rm: FW: BL of MT "TEAM ANIARA " / To Load 263,123 Bbls Asunto of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

**Buenas Tardes Cesar** 

A continuación te remito el Tracking number de los documentos originales de embarque enviados a Intrakam en México

Fedex: 719213377002

Si presentas alguna duda no dejes de contactarme

Saludos y Gracias

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A Phone: 58 212 7083936

Fax: 58 212 7083944/3964

---- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 28/11/2006 02:46 p.m. -----



"Ing. Cesar Chavez"
<cesarchavez@intrakam.com
.mx>

27/11/2006 12:43 p.m.

Para MARIA SILVA <silvamgj@pdvsa.com>, ERWIN BURGER <br/>
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<rosasav@pdvsa.com>
FW: BL of MT " TEAM ANIARA " / To Load 263,123 Bbls of
Asunto DIESEL at Punta Cardon, Venezuela / SGS Ref.:

OGC-PF-251606-06

# Estimada María,

En primer lugar le agradezco sus atenciones y su profesionalismo para atender las negociaciones con nuestra empresa INTRAKAM.

Por otra parte le solicito un gran favor, nos sea informado del status de los documentos originales del Team Aniara ya que para nosotros es de fundamental importancia el contar con ellos.

Le reitero mi gratitud, y espero contar como siempre con su gran apoyo.

Saludos Cordiales,

César Chávez INTRAKAM SA de CV

----- Mensaje reenviado

**De:** ERWIN BURGER <burgere@pdvsa.com><br/>**Fecha:** Mon, 27 Nov 2006 08:04:08 -0400

Para: "Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>

Asunto: Re: FW: BL of MT " TEAM ANIARA " / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

César,

Con los buenos días.

Ante todo mis disculpas por no responder esta nota antes, ya que no estuve presente en la oficina durante el viernes pasado debido a otras actividades. Sin embargo, te comentoque los documentos estan siendo enviados por la señorita María Gabriela Silva a quien el terminal se los envió para su distribución. Seguramente ella te dará mayor información.

Saludos,

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663

"Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx> 24/11/2006 04:34 p.m.

Para

ERWIN BURGER <burgere@pdvsa.com>

LL

Asunto

FW: BL of MT " TEAM ANIARA " / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

## Estimado Erwin,

Por favor si eres tan amable en informarme si nos enviaron la documentación original y el medio de envio.

Saludos cordiales

César Chávez Intrakam SA de CV

----- Mensaje reenviado

De: "Marquez, Carlos (Punto Fijo)" < Carlos.Marquez@sgs.com>

Fecha: Fri, 24 Nov 2006 14:59:22 -0500

Para: "Ing. Cesar Chavez" <cesarchavez@intrakam.com.mx>

CC: "Prieto, Harold (Caracas)" < Harold.Prieto@sgs.com >, "Otamendi, Maria

(Caracas)" < Maria.Otamendi@sgs.com>

Asunto: RE: BL of MT " TEAM ANIARA " / To Load 263,123 Bbls of DIESEL at

Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Buenas tardes Sr. Cesar.

He estado investigando sobre la información solicitada, en la Refinería de Punta Cardon me informan que esta documentación es enviada a PDVSA Caracas y ellos ?retransmiten esta documentación al Cliente.

Por favor comuníquese con el Sr. Edwin Burguer PDVSA Caracas el es la persona de contacto para este cargamento y seguro el podrá darle toda esta información, sus teléfonos como sigue:

Erwin Burger Clean Product Operations PDVSA

Pho: +58 212 7083119 Mob: +58 412 2224663

E-mail: BURGERE@PDVSA.COM

Saludos cordiales,

## Carlos Márquez

**De:** Ing. Cesar Chavez [mailto:cesarchavez@intrakam.com.mx]

Enviado el: viernes, 24 de noviembre de 2006 14:24

Para: Marquez, Carlos (Punto Fijo)

Asunto: Re: BL of MT " TEAM ANIARA " / To Load 263,123 Bbls of DIESEL at Punta

Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

on [DATE], [NAME] at [ADDRESS] wrote:

Buenos días Estimado Cesar,

Los BL que no tienen la leyenda de no negociables, son los tres originales los cuales maneja directamente PDVSA, he conversado con la Agencia Seaport para ver si ellos contaban con alguno de estos originales y me comenta lo mismo que solamente PVSA cuenta con este documento y es enviado por ellos directamente al cliente.

Saludos cordiales,

Carlos Márquez

**De:** Ing. Cesar Chavez [mailto:cesarchavez@intrakam.com.mx]

Enviado el: jueves, 23 de noviembre de 2006 18:25

Para: Marquez, Carlos (Punto Fijo)

Asunto: Re: RV: FINAL REPORT of MT " TEAM ANIARA " / To Load 263,123 Bbls of

DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

on [DATE], [NAME] at [ADDRESS] wrote:

Estimado Cesar.

7

Por favor encuentre Reporte final del Buque en Ref.

Pls, no dude en contactarnos si requiere alguna información adicional, nuestra mayor satisfacción es poderle brindar apoyo y poder ayudarles en sus requerimientos.

Saludos cordiales,

Carlos Márquez

De: Marquez, Carlos (Punto Fijo)

Enviado el: jueves, 23 de noviembre de 2006 15:55

Para: 'CESARCHAVEZ@INTRAKAM.COM.MX'

Asunto: RV: FINAL REPORT of MT " TEAM ANIARA " / To Load 263,123 Bbls of DIESEL

at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

FYI

**De:** Marquez, Carlos (Punto Fijo)

Enviado el: miércoles, 22 de noviembre de 2006 19:38

Para: 'BURGERE@PDVSA.COM'; 'CESARCHAVEZ@INTRAKAM.COM.MX'; Rojas, Wilton

(Caracas)

CC: Prieto, Harold (Caracas); Otamendi, Maria (Caracas); Garcia, Mariluisa (Punto Fijo);

PTF, veoperaciones (Punto Fijo); Guarecuco, Jose (Punto Fijo)

Asunto: FINAL REPORT of MT " TEAM ANIARA " / To Load 263,123 Bbls of DIESEL at

Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Good Evening,

Please, find attached Final report and BL Copy of above mentioned vessel.

Best Regards,

Carlos Marquez

SGS Oil, Gas and Chemical Services

Phone office: 58 69 245 01 02 / 245 45 12

Mobile: 58 14 6338276

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## Estimado Carlos.

Muchas Gracias, recibi satisfactoriamente los documentos. Ahora bien, requerimos un gran favor que nos envien la copia del BL sin la leyenda de no negociable, ya que es un documento indispensable para nosostros.

## Saludos cordiales

## César Chávez **INTRAKAM**

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# Estimado Carlos,

Entiendo que no es posible mi petición, ahora bien le solicito si por favor me puede informar si ya nos enviaron los documentos originales y el número DHL.

#### Saludos

#### César Chávez

#### INTRAKAM SA de CV

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----- Fin del mensaje reenviado

\*\*\*\*\*\* USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET \*\*\*\*\*

Esta nota puede contener informacion de interes solo para PDVSA o sus negocios. Solo esta permitida su copia, distribucion o uso a personas autorizadas. Si recibio esta nota por error, por favor destruyala y notifique al remitente o a webmaster@pdvsa.com.

----- Fin del mensaje reenviado

# **English Translation**

### **EXHIBIT 54**

To:

Cc:

Subject: Fw: FW: BL of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta

Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Good Afternoon Cesar

Below please find the Tracking Number for package containing the original shipping documents sent to Intrakam in Mexico

Fedex: 719213377002

If you have any concerns, please contact me

Regards and Thank you

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A. [Telephone/Fax]

---Forwarded by MARIA SILVA/SILVAMGJ/PDV/PDVSA dated 11/28/2006 02:46 p.m.---

To:

Cc:

Subject: FW: BL of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Dear María,

First of all I wish to thank you for your attention and professionalism to handle the negotiations with our company INTRAKAM.

On the other hand, as a big favor, I need to ask you to inform of the status of the original documents of the Team Aniara, because it is very important for us to have them.

Thanks again and, as always, I hope to have your support.

Kind regards,

César Chávez INTRAKAM, S.A. de C.V.

----Forwarded message

From:

Date:

To:

Subject: Re: FW: BL of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Cesar,

Good morning.

First of all, I'm very sorry for not responding to this note earlier. I was not in the office all of last Friday due to other activities. Nonetheless, I inform you that the documents are being sent to you by Ms. María Gabriela Silva, to whom the terminal sent them for distribution. Certainly she can give you more information.

Regards,

Erwin Burger Clean Products Operations

To:

Cc:

Subject: Re: FW: BL of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Dear Erwin,

Could you please let me know if they sent us the original documentation and the means of such shipment.

Kind regards

César Chávez

INTRAKAM, S.A. de C.V.

----Forwarded message

From:

Date:

To:

CC:

Subject: RE: BL of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

Good afternoon Mr. Cesar.

I have been inquiring about the requested information. The Punta Cardon Refinery informs me that this documentation is sent to PDVSA Caracas and that they retransmit such documentation to the Client.

Please contact Mr. Erwin Burger PDVSA Caracas. He is the contact person for this shipment and certainly he will be able to give you this information. His telephones numbers are as follows:

Erwin Burger Clean Products Operations PDVSA Pho: Mob:

E-mail: BURGERE@PDVSA.COM

Kind regards,

Carlos Márquez

From:

Sent on:

To:

Subject: Re: BL of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta Cardon,

Venezuela / SGS Ref.: OGC-PF-251606-06

On [DATE], [NAME] at [ADDRESS] wrote:

Good morning Dear Cesar,

The BLs that do not have the nonnegotiable legend are the three originals that PDVSA keeps. I talked to the Seaport Agency to see if they had any of these originals and they tell me that only PDVSA has these documents and that they send directly to the client.

Kind regards,

Carlos Márquez

From:

Sent on:

To:

Subject: Re: RV: FINAL REPORT of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

On [DATE], [NAME] at [ADDRESS] wrote:

Dear Cesar.

?

Please find the final Report of the referenced Ship.

Pls, don't hesitate to contact us if you require any additional information. Our greatest satisfaction is to be able to support you and assist with your requests.

Kind regards,

Carlos Márquez

From:

Sent on:

To:

Subject: RV: FINAL REPORT of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

**FYI** 

From:

Sent on:

To:

Subject: FINAL REPORT of MT "TEAM ANIARA" / To Load 263,123 Bbls of DIESEL at Punta Cardon, Venezuela / SGS Ref.: OGC-PF-251606-06

[text in English]

Dear Carlos,

Thank you very much. I have successfully received the documents. Now, we need a big favor. Please send us the copy of the BL without the nonnegotiable legend, since this is an indispensable document for us.

Kind regards,

César Chávez INTRAKAM, S.A. de C.V.

[disclaimer in English]

Dear Carlos,

I understand that it not possible to fulfill my request. However, I would like to ask you to please tell me if the original documents have already been sent to us, and include the DHL number.

Regards

César Chávez INTRAKAM, S.A. de C.V.

[disclaimer in English]

End of the forwarded message.

[disclaimer in English]

End of the forwarded message.

EXHIBIT 55

#### PDVSA PETROLEO, S.A. CARACAS, DF 1044

INVOICE

TO: INTRAKAM SA

ATTN: CESAR CHAVEZ ROBLES

COAHUILA

INVOICE NO:

383222-0

PAGE NO:

INVOICE SENT DATE:

12-12-06

FAX: 0052(844)439 0789

OUR CONTRACT NO: SA130239

**PAYMENT INSTRUCTIONS:** 

PLEASE REFERENCE INVOICE JPMORGAN CHASE NEW YORK

270 PARK AVENUE

**NEW YORK** 

NEW YORK, NY 10172 BANK ACCOUNT NO:

BANK ASSOC NO:

NO. RIF.

J-001230726

CONTACT:

**CARLOS ORELLANA** 

PHONE NO:

0212-7084032

**DUE DATE: PAYMENT TYPE:** 

12-13-06

**PAYMENT TERMS:** 

WIRE

30 DAYS AFTER BILL OF LADING

DATE (B/L DATE = DAY 0)

MOVEMENT: DELIVERY OF DIESEL ON 11/13/2006 FOB ORIGIN

ORIG LOCATION: PUNTA CARDON, PORT, VENEZUELA DEST LOCATION: HOUSTON, PORT, TEXAS, USA

EXPORTER OF RECORD: PDVSA PETROLEO, S.A.

SHIPPING: BY VESSEL (TEAM ANIARA) TICKET NUMBER=5855

CURRENCY USED: US DOLLAR

LINE DESCRIPTION QTY UOM N/G RATE **AMOUNT** 

0-1 DIESEL

263.123, BBL N

60,7803

15.992.694,88

15.992.694,88

INVOICE TOTAL 15.992.694,88

INVOICE COMMENTS:

Payment of the invoice shall be made in U.S. dollars (without discount, allowance, retention or deduction, including banking fees or wire transfers from commercial banks) to the bank and account No. indicated above in same-day-available funds opening business at the City of New York making reference to the invoice number on your remittance.

PAYMENT TO BE RECEIVED UNDER JPMORGAN CHASE NEW YORK. LETTER OF CREDIT NO. CTCS-651908

EXHIBIT 56



#### PRICE CALCULATIONS ECONOMICS

COMPANY: INTRAKAM
VESSEL: TEAM ANIARA
B/L DATE: 13-Nov-06
LOADING PORT: CARDON
DESTINATION: HOUSTON
PRODUCT: GASOIL

NET VOLUME: 263,123 BBLS
NET VOLUME: 35,689 MT
MOVEMENT No. MV-410051

MOVEMENT No. MV-410051
CONTRACT No. SA-130239
CONTRACT TYPE: SPOT
TYPE OF SALE: FOB
PAYMENT DUE DATE: 13-Dec-06

30 days after B/L (B/L=0)

#### FORMULA PRICE:

GASOIL N°2 USG WATERBORNE PLATTS MID (C/GAL) - 15.71 C/GAL

PRICING PERIOD: B/L+1, B/L+2, BL+3

#### PRICE CALCULATION:

#### Usd/Gal

### Gasoil/N°2 USG Waterborne Platt's

0		/londay	18-Nöÿ	-06 <sup>#</sup> F+	
1	SECTION	STATE OF THE STATE	14-Nov	A STATE OF THE PARTY OF THE PARTY OF	160.2250 - 🔻
2	d Wedi	nesday,	15-Nov	-06	163.0000
3	Th	ursdav.	16-Nov	-06	160:4250

Thursday, 16-Nov-06 160:4250 CTS/GAL

Average = 160.4250 CTS/GAL

 Average
 160.4250
 CTS/GAL
 \$ 17,728,833.06

 Premiun (Discount)
 (15.7100)
 CTS/GAL
 \$ (1,736,138.18)

 Product Cost
 144.7150
 CTS/GAL
 \$ 15,992,694.88

TOTAL AMOUNT	144.7150	CTS/GAL	·
TOTAL AMOUNT	60.7803	\$/BBL	\$ 15,992,694.88

Prepared by: Carlos Orellana E-mail: Orellanac@pdvsa.com Phone: +58-212-708-4032

Benard V. Preziosi, Jr. (BP-5715) Lizabeth Burrell (LB-7980)

CURTIS, MALLET-PRÉVOST, **COLT & MOSLE LLP** 

101 Park Avenue

New York, New York 10178

Teléfono:

(212) 696-6000

Facsimile:

(212) 697-1559

Abogados para el Demandado PDVSA Petróleo, S.A. (a/k/a PDVSA Petróleo y Gas, S.A.)

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

MUSKET CORPORATION,

Demandante,

- contra -

PDVSA PETROLEO, S.A., a/k/a PDVSA PETROLEO Y GAS, S.A., y ADVANCED ENGINEERING DEVELOPMENT LTD.,

Demandados.

Acción Civil No. 06 CV 15522 (VM)

DECLARACIÓN EN OPOSICIÓN A ACCIÓN PARA CONFIRMAR **EMBARGO** 

MARIA GABRIELA SILVA declara por la presente bajo pena de perjurio de conformidad con 28 U.S.C. § 1746 que:

Soy una analista en el Departamento de Cartas de Crédito de PDVSA Petróleo, 1.

S.A. ("PDVSA"). En dicho cargo monitoreé pagos en relación con un contrato de fecha 19 de

Filed 02/02/2007

octubre del 2006 celebrado entre PDVSA e Intrakam SA de CV ("Intrakam") para un cargamento de gasoil y participé en el proceso para obtener una carta de crédito aceptable para asegurar que PDVSA recibiera sus pagos de conformidad con el contrato. Hago esta declaración en oposición a la acción del demandante Musket Corporation ("Musket") para confirmar su embargo de los fondos de PDVSA.

- Aunque soy capaz de entender y hablar el idioma inglés en cierta medida, no me siento cómoda expresándome en inglés, así que por lo tanto hago la presente declaración en español.
- 3. Me involucré en la presente transacción después de que Intrakam no hiciera el prepago requerido bajo la primer factura provisional emitida por PDVSA con fecha 19 de octubre del 2006. Una copia fiel y exacta de dicha factura aparece como Anexo 5 de la declaración de Gilmer González G. De fecha 1 de febrero del 2007, también presentada en oposición a la moción de Musket ("Declaración de González"). Desde el 20 de octubre del 2006 revisé diariamente para ver si los fondos habían sido recibidos por nuestro banco, pero cada día noté que los fondos no habían llegado.
- Una nueva factura provisional fue emitida el 30 de octubre del 2006. Una copia fiel y exacta de dicha factura aparece como Anexo 20 de la Declaración de González. Intrakam tampoco pagó dicha factura y simplemente continuó presentando excusas para la demora en el pago.

The second secon

- 5. El sábado 11 de noviembre del 2006, leí un mensaje de Intrakam en el cual Intrakam mencionaba que PDVSA recibiría una carta de crédito por dicho cargamento. Dicho mensaje es de fecha 10 de noviembre del 2006, 5:40 p.m., y una copia fiel y exacta de dicho mensaje aparece como Anexo 33 de la Declaración de González.
- 6. Después de recibir dicho mensaje, en la mañana del 11 de noviembre del 2006, llamé al Sr. César Chávez de Intrakam y le pregunté qué significaba su mensaje y en dónde estaba la carta de crédito propuesta. El Sr. Chávez me dijo que volvería a enviar la carta de crédito propuesta. Acto seguido recibí un mensaje de fecha 11 de noviembre del 2006, 10:52 a.m., cuya copia fiel y exacta aparece como Anexo 34 de la Declaración de González. La solicitud de la carta de crédito propuesta era completamente inaceptable.
- 7. Después de contactar a mi gerente, respondí a Intrakam proveyendo una lista de bancos aprobados y el formato de carta de crédito de PDVSA. Una copia fiel y exacta de mi mensaje a Intrakam de fecha 11 de noviembre del 2006, 1:17 p.m., aparece como Anexo 35 de la Declaración de González.
- 8. El texto estándar de nuestro formato de carta de crédito y el formato que estaba adjunto a mi mensaje a Intrakam es para que una carta de crédito "stand-by" provea fondos para satisfacer las obligaciones de los compradores en caso de que no paguen como se prevé en los contratos con PDVSA.
- 9. Después de que se me avisó que PDVSA había aceptado el cambio de destino propuesto por Intrakam de Singapur a Houston, envié a Intrakam la información necesaria

para calcular el nuevo precio del cargamento con base en el nuevo destino de forma tal que el valor total de la carta de crédito pudiera ser determinado. Una copia fiel y exacta de mi mensaje de fecha 13 de noviembre del 2006, 2:11 p.m., a Intrakam aparece como Anexo 39 de la Declaración de González.

- En la mañana del 14 de noviembre del 2006, envié un mensaje a Intrakam 10. avisando que aún no habíamos recibido ningún tipo de información indicando que una carta de crédito a favor de PDVSA había sido abierta. Una copia fiel y exacta de my mensaje de fecha 14 de noviembre del 2006, 8:38 a.m., a Intrakam aparece como Anexo 43 de la Declaración de González.
- Durante la tarde del 14 de noviembre del 2006 recibi un fax del banco JP 11. Morgan Chase en Chicago adjuntando una carta de crédito nombrando a PDVSA como beneficiario y a Musket Corporation como solicitante. Nunca había oído acerca de Musket y estaba confundida sobre porque había recibido dicho fax, así que intenté llamar a la gente en el banco emisor pero no pude comunicarme con nadie. Una copia fiel y exacta del fax recibido el 14 de noviembre del 2006 aparece como Anexo 44 de la Declaración de González.
- Intrakam a su vez mandó una copia de la misma carta de crédito adjuntada al fax del banco. Esta carta de crédito, sin embargo, era inaceptable en varios aspectos. A parte de escribir incorrectamente el nombre de PDVSA, la carta de crédito mostraba a Musket Corporation como el solicitante. Debido a que PDVSA no tenía relación comercial con Musket y que Intrakam era el único cliente de PDVSA en esta transacción, avisé que Intrakam

tenía que ser sustituido por Musket como el solicitante y que el nombre de PDVSA tenía que ser corregido, y noté que ninguno de dichos problemas se hubiera presentado si la forma preferida por PDVSA se hubiera usado. Una copia fiel y exacta de mi mensaje de fecha 14 de noviembre del 2006, 6:08 p.m., a Intrakam aparece como Anexo 45 de la Declaración de González. right for the contract of the

- Intrakam me contestó el 15 de noviembre, asegurándome que los cambios de 13. nombre se harían y que los demás términos de la carta de crédito proveían suficiente seguridad de que PDVSA recibiría su pago integramente. Una copia fiel y exacta del mensaje de Intrakam a mí de fecha 15 de noviembre del 2006, 9:18 a.m., aparece como Anexo 46 de la Declaración de González.
- Más tarde durante ese día, Intrakam me avisó que la carta de crédito había sido 14. cambiada para establecer que el solicitante era "Musket Corp. de acuerdo con instrucciones recibidas de PDVSA Petróleo S.A. operador registrado Intrakam SA de CV." Una copia fiel y exacta del mensaje de Intrakam a mí de fecha 15 de noviembre del 2006, 2:03 p.m., aparece como Anexo 47 de la Declaración de González.
  - 15. Este cambio sugerido no abordaba las preocupaciones de PDVSA, así que le avisé a mis gerentes acerca de las dificultades que estaba encontrando.
  - Es de mi entender que hubo una conferencia telefónica el 15 de noviembre del 2006 en la cual el Sr. Gilmer González participó en nombre de PDVSA.

Filed 02/02/2007

- 17. El 17 de noviembre del 2006 recibí una copia de la carta de crédito modificada. Revisé para confirmar si la carta de crédito modificada mencionaba que el solicitante era "Musket Corporation en nombre de la Compañía Intrakam SA de CV" y que la obligación que estaba siendo garantizada era la obligación de Intrakam de pagar bajo el contrato PDVSA-Intrakam. Una copia fiel y exacta de un mensaje de fecha 17 de noviembre del 2006, 6:10 p.m., del banco JP Morgan a PDVSA aparece como Anexo 50 de la Declaración de González. Una copia fiel y exacta de un mensaje de fecha 17 de noviembre del 2006, 6:28 p.m., aparece como Anexo 51 de la Declaración de González.
- 18. El 12 de diciembre del 2006, PDVSA mandó a Intrakam una factura por la cantidad de \$15,992,694.88, usando la fórmula especificada en el contrato PDVSA-Intrakam. El monto total era pagadero al día siguiente, 13 de diciembre, que era 30 días después de la fecha del conocimiento de carga. Una copia fiel y exacta de la factura de PDVSA a Intrakam de fecha 12 de diciembre del 2006 aparece como Anexo 55 de la Declaración de González.
- No se efectuaron pagos en la fecha de pago 13 de diciembre del 2006 o en los 19. días siguientes.
- 20. El 19 de diciembre del 2006 recibí un mensaje de Musket pidiéndome que llamara a Betty Proudfoot. Durante dicha conversación, la Sra. Proudfoot me dijo que me enviaría una copia de la factura emitida a Musket por Advanced Engineering, que era menos que la cantidad adeudada bajo la factura del contrato PDVSA-Intrakam. La Sra. Proudfoot me dijo que Musket le pagaría a PDVSA el monto mencionado en la factura de Advanced

Filed 02/02/2007

Engineering y que PDVSA podía cobrar el importe adeudado bajo la factura de PDVSA a Intrakam de la carta de crédito. Una copia fiel y exacta del mensaje de Musket a mí de fecha 19 de diciembre del 2006, 2:17 p.m., aparece como Anexo 57. Una copia fiel y exacta del mensaje de Musket a mí de fecha 19 de diciembre del 2006, 2:50 p.m., aparece como Anexo 58. Una copia fiel y exacta del mensaje de Musket a mí de fecha 19 de diciembre del 2006, 3:10 p.m., aparece como Anexo 59. Nunca inicié ningún contacto con Musket, excepto a solicitud expresa de la Sra. Proudfoot en su primer mensaje del 19 de diciembre.

- 21. Cuando PDVSA aúri no había recibido ningún pago, el 19 de diciembre firmé y regresé la carta de crédito modificada al banco. Una copia fiel y exacta de la modificación firmada a L/C NO. CTCS-651908 aparece como Anexo 60.
- Musket emitió instrucciones para pagar \$14,433,192.57 a PDVSA por medio de 22. transferencia electrónica a su cuenta en el banco JP Morgan Chase, con el siguiente texto al beneficiario "pago bajo carta de crédito No. CTCS-651908 Musket Corporation en nombre de Intrakam SA de CV . . . . " Una copia fiel y exacta de un mensaje de fecha 19 de diciembre del 2006, 3:50 p.m., de Musket a PDVSA aparece como Anexo 61.
- 23. Debido a que PDVSA no había recibido el pago al cual tenía derecho bajo su contrato con Intrakam, y tras el pago de \$14,433,192.57 por Musket a la cuenta de PDVSA en el banco JP Morgan Chase con referencia a la carta de crédito, PDVSA efectuó una solicitud de retiro contra la carta de crédito por el balance.

- 24. Preparé y reenvié al banco los documentos necesarios para hacer un retiro bajo la carta de crédito. El 28 de diciembre el banco confirmó que dichos documentos enviados por PDVSA cumplían con los términos de la carta de crédito y que se haría el pago al día siguiente. Una copia fiel y exacta del mensaje de fecha 28 de diciembre del 2006, 4:47 p.m., aparece como Anexo 62.
- 25. El monto del retiro de PDVSA fue computado añadiendo dos días de interés a una tasa de 18% anual sobre el monto no pagado (\$1,559,502.31+\$1,559.19).
- 26. Declaro bajo pena de perjurio bajo las leyes de los Estados Unidos de América que lo anterior es fiel y exacto.

Firmado el 2 de febrero del 2007.

María Gabriela Silva

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# **English Translation**

Benard V. Preziosi, Jr. (BP-5715) Lizabeth Burrell (LB-7980)

CURTIS, MALLET-PRÉVOST, **COLT & MOSLE LLP** 

101 Park Avenue

New York, New York 10178

Telephone: (212) 696-6000

Facsimile:

(212) 697-1559

Attorneys for Defendant PDVSA Petroleo, S.A. (a/k/a PDVSA Petroleo y Gas, S.A.)

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

MUSKET CORPORATION,

Plaintiff,

- against -

PDVSA PETROLEO, S.A., a/k/a PDVSA PETROLEO Y GAS, S.A., and ADVANCED ENGINEERING DEVELOPMENT LTD.,

Defendants.

Civil Action No. 06 CV 15522 (VM)

AFFIRMATION IN OPPOSITION TO **MOTION TO CONFIRM** ATTACHMENT

MARIA GABRIELA SILVA hereby affirms under penalty of perjury pursuant to 28 U.S.C. § 1746 that:

I am an analyst in the Letter of Credit Department of PDVSA Petroleo, S.A. 1. ("PDVSA"). In that capacity, I monitored payments in connection with an October 19, 2006 contract between PDVSA and Intrakam SA de CV ("Intrakam") for a cargo of gasoil and participated in the process of securing an acceptable letter of credit to ensure that PDVSA would be paid under that contract. I make this affirmation in opposition to the motion of plaintiff Musket Corporation ("Musket") to confirm its attachment of PDVSA's funds.

- Although I am able to understand and speak the English language to some extent, I am not comfortable communicating in English and therefore am making this affirmation in Spanish.
- I became involved in this transaction after Intrakam failed to make the required prepayment under the first provisional invoice issued by PDVSA dated October 19, 2006. A true and correct copy of this invoice appears as Exhibit 5 to the affirmation of Gilmer González G. dated February 1, 2007, also submitted in opposition to Musket's motion ("González Affirmation"). From October 20, 2006, I checked daily to see if the funds had been received by our bank, but each day, I found that no funds had arrived.
- A new provisional invoice was issued on October 30, 2006. A true and correct 4. copy of this invoice appears as González Affirmation Exhibit 20. Intrakam failed to pay that invoice as well, and simply kept making excuses for the delay in payment.
- On Saturday, November 11, 2006, I read a message from Intrakam in which 5. Intrakam advised that PDVSA would be receiving a letter of credit for this cargo. This message was dated November 10, 2006 5:40 p.m. and a true and correct copy of this message appears as González Affirmation Exhibit 33.

- 6. After receiving that message, on the morning of November 11, 2006, I telephoned Intrakam's Mr. César Chávez and asked him what his message meant and where the proposed letter of credit was. Mr. Chávez told me that he would resend the proposed letter of credit. I then received a message dated November 11, 2006 10:52 a.m., a true and correct copy of which appears as González Affirmation Exhibit 34. The proposed letter of credit application attached to this message was completely unacceptable.
- 7. After contacting my manager, I responded to Intrakam by providing a list of approved banks and PDVSA's letter of credit form. A true and correct copy of my message to Intrakam dated November 11, 2006 1:17 p.m. appears as González Affirmation Exhibit 35.
- 8. The preferred text of our letter of credit form and the form that was attached to my message to Intrakam is for a "stand-by" letter of credit to provide funds for satisfaction of buyers' obligations in case they do not pay as provided for in their contracts with PDVSA.
- 9. After I was advised that PDVSA had accepted Intrakam's proposed change of destination from Singapore to Houston, I sent Intrakam the information necessary to calculate the new price of the cargo based on the new destination so that the total value of the proposed letter of credit could be determined. A true and correct copy of my message dated November 13, 2006 2:11 p.m. to Intrakam appears as González Affirmation Exhibit 39.
- 10. On the morning of November 14, 2006, I sent a message to Intrakam advising that we still had received no information of any kind indicating that a letter of credit in favor

of PDVSA had been opened. A true and correct copy of my message dated November 14, 2006 8:38 a.m. to Intrakam appears as González Affirmation Exhibit 43.

- During the afternoon of November 14, 2006, I received a fax from JP Morgan Chase Bank in Chicago attaching a letter of credit naming PDVSA as the beneficiary and Musket Corporation as applicant. I had had never heard of Musket and was confused about why I had received this fax, so I tried to call people at the issuing bank but was unable to reach anyone. A true and correct copy of the fax received on November 14, 2006 appears as González Affirmation Exhibit 44.
- 12. Intrakam then sent a copy of the same letter of credit attached to the bank's fax. This letter of credit, however, was unacceptable in several respects. Apart from misspelling PDVSA's name, the letter of credit showed Musket Corporation as the applicant. Because PDVSA had no commercial relationship with Musket and Intrakam was PDVSA's only client in this transaction, I advised that Intrakam had to be substituted for Musket as the applicant and PDVSA's name had to be corrected, and noted that none of these problems would be present if PDVSA's preferred form had been used. A true and correct copy of my message dated November 14, 2006 6:08 p.m. to Intrakam appears as González Affirmation Exhibit 45.
- 13. Intrakam replied to me on November 15, assuring me that the name changes would be made and that the letter of credit's other terms provided adequate assurance that

PDVSA would be paid in full. A true and correct copy of Intrakam's message to me dated November 15, 2006 9:18 a.m. appears as González Affirmation Exhibit 46.

- Later that day, Intrakam advised me that the letter of credit had been changed 14. to provide that the applicant was "Musket-Corp. in accordance with instructions received from PDVSA Petroleo S.A. registered operator Intrakam SA de CV." A true and correct copy of Intrakam's message to me dated November 15, 2006 2:03 p.m. appears as González Affirmation Exhibit 47.
- This proposed amendment did not address PDVSA's concerns so I advised my managers of the difficulties I was encountering.
- It is my understanding that there was a telephone conference on November 15, 16. 2006 in which Mr. Gilmer González participated on behalf of PDVSA.
- On November 17, 2006, I received a copy of the amended letter of credit. I checked to confirm that the amended letter of credit stated that the applicant was "Musket Corporation on behalf of the Company Intrakam SA de CV" and that the obligation that was being secured was Intrakam's obligation to pay under the PDVSA-Intrakam contract. A true The transfer on the series when the first of the off and correct copy of a message dated November 17, 2006 6:10 p.m. from JPMorgan Bank to PDVSA appears as González Affirmation Exhibit 50. A true and correct copy of a message dated November 17, 2006 6:28 p.m. appears as González Affirmation Exhibit 51.
- 18. On December 12, 2006, PDVSA sent Intrakam an invoice in the amount of \$15,992,694.88, using the formula specified in the PDVSA-Intrakam contract. The total

amount was payable the next day, December 13, which was 30 days after the bill of lading date. A true and correct copy of PDVSA's December 12, 2006 invoice to Intrakam appears as González Affirmation Exhibit 55.

- 19. No payments were made on the due date of December 13, 2006 or in the following days.
- 20. On December 19, 2006, I received a message from Musket asking me to call Betty Proudfoot. During that conversation, Ms. Proudfoot told me she would send me a copy of the invoice issued to Musket by Advanced Engineering, which was less than the amount due under the PDVSA-Intrakam contract's invoice. Ms. Proudfoot told me that Musket would pay to PDVSA the amount stated on Advanced Engineering's invoice and that PDVSA could collect the balance due under PDVSA's invoice to Intrakam from the letter of credit. A true and correct copy of Musket's message to me dated December 19, 2006 2:17 p.m. is attached as Exhibit 57. A true and correct copy of Musket's message to me dated December 19, 2006 2:50 p.m. is attached as Exhibit 58. A true and correct copy of Musket's message to me dated December 19, 2006 3:10 p.m. is attached as Exhibit 59. I never initiated any contact with Musket, except at Ms. Proudfoot's express request in her first December 19 message.
- 21. When PDVSA still had not received any payment at all, on December 19, I signed and returned the amended letter of credit to the bank. A true and correct copy of the signed amendment to L/C NO. CTCS-651908 is attached as Exhibit 60.

- Musket issued instructions to pay \$14,433,192.57 to PDVSA by wire transfer at 22. its account at JPMorgan Chase, with the text to beneficiary reading "payment under letter of credit No. CTCS-651908 Musket Corporation on behalf of Intrakam SA de CV . . . . " A true and correct copy of a message dated December 19, 2006 3:50 p.m. from Musket to PDVSA is attached as Exhibit 61.
- Because PDVSA had not been paid what it was entitled to be paid under its 23. contract with Intrakam, and following the payment of the \$14,433,192.57 by Musket to PDVSA's account at JP Morgan Chase with reference to the letter of credit, PDVSA made a draw request against the letter of credit for the balance.
- I prepared and forwarded to the bank the documents necessary to draw on the 24. letter of credit. On December 28, the bank confirmed that these documents submitted by PDVSA complied with the terms of the letter of credit and that payment would be made the following day. A true and correct copy of a message dated December 28, 2006 4:47 p.m. is attached as Exhibit 62.
- The amount of PDVSA's draw was computed by adding on two days' interest 25. at the rate of 18% per annum on the unpaid balance (\$1,559,502.31+\$1,559.19).

26. I declare under penalty of perjury under the laws of the United States of

America that the foregoing is true and correct.

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Executed on February 2, 2007.

Maria Gabriela Silva



"Betty Proudfoot" <BettyP@loves.com> 19/12/2006 02:17 p.m.

Para "Maria Silva at PDVSA" <silvamgj@pdvsa.com>

CC

cco

Asunto

Maria,

Please give me a call at 1-405-302-6758 to discuss payment today.

Thanks, Betty

### Betty Proudfoot

Treasurer & Director of Treasury Services Love's Travel Stops & Country Stores, Inc.

Direct Ph: 405-302-6758

Fax: 405-749-9112 E-mail Fax: 405-463-3758

e-mail: bettyp@loves.com



"Ravi Ramdas" <Ravir@loves.com> 19/12/2006 02:50 p.m.

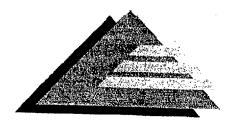
Para <silvamgj@pdvsa.com>

"Betty Proudfoot" <BettyP@loves.com>, "Steve Magness".

<stevem@loves.com>

FW: pdvsa

		Asunto 1 vv. puv.	50	
Historial:	马 Este mensaje ha	a sido remitido.		
,				
Silvia,				
This is the invoice w	e received from the	agents Advanced E	ngineering, only yesterday.	
			-	
men a				
Thanks and regards	1			
	•		•	
Ravi Ramdas			•	
Tarritarias				
	•			
From:advanced-eng Sent: Monday, Dece To: Ravi Ramdas Cc: daniel Subject: pdvsa Importance: High	ineering@hotmail.co mber 18, 2006 2:20	om [mailto:advanced ) PM	d-engineering@hotmail.com	1
			•	
Dear Ravi				
				4
Pls proceed with pdv	sas payment as soo	on as posible as they	are claiming it,	
				• •
Dat words		•		
3st rgds,				
•				
<u></u>			·	
I. Sandoval Co	CE00000 ing	4		
	ipg			



### **INVOICE NBR 176358**

Importer's Name :	Seller:							
MUSKET CORPORATION	ADVANCED ENGINEERING DEVELOPMENT LTD.							
Address: 10601 N PENNSYLVANIA AVE. OKLAHOMA CITY, OK 73120	Shipped by:							
	INTRAKAM/PETROLEOS DE VENEZUELA							
Port & Date of Loading :	Port of Discharge :							
AMUAY PORT VENEZUELA NOVEMBER 13, 2006								
	ANTWERP, BELGIUM							
Telephone – Fax – E-mail :	Vessel's Name :							
405 3026758	M/T"TEAM ANIARA"							
Reference :	Terms:							
NONE	DELIVERY IN SHORE TANK							

Unit	Quantity Shipped	Specifications & Complete Description of Goods	USD	Total USD					
BBLS	263,205	Price: US Gulf Platts quotation November 13/14/15 (3 day average) for Nbr 2 gas oil at load port minus 0.015 cents per AG Letter of Credit with JP Morgan Chase New York Nbr CTCS 651908		14,433.192.57					

T. MELASTTOU (Autorized Signature)

### **English Translation**

To: Cc:

Subject: FW: pdvsa

History: This message has been forwarded.

[Text in English]



"Ravi Ramdas" <Ravir@loves.com> 19/12/2006 03:10 p.m.

Para "MARIA SILVA" <silvamgj@pdvsa.com>

<Betty\_Proudfoot@metcam81.pdvsa.com>, <"
<BettyP@loves.com/O=, "@metcam81.pdvsa.com>,

<SteveMagness@metcam81.pdvsa.com>, <"
<stevem@loves.com/"@metcam81.pdvsa.com>

CCO

Asunto RE: FW: pdvsa

Historial:

Este mensaje ha sido remitido.

Hello Maria,

We have authorized payment for this invoice amount today, so I too hope you will receive the funds by tomorrow.

Best regards,

Ravi Ramdas

**From:**MARIA SILVA [mailto:silvamgj@pdvsa.com] **Sent:** Tuesday, December 19, 2006 12:58 PM

To: Ravi Ramdas

Cc: Betty\_\_Proudfoot@metcam81.pdvsa.com; " <BettyP@loves.com/O=, "@metcam81.pdvsa.com;

SteveMagness@metcam81.pdvsa.com; " < stevem@loves.com/"@metcam81.pdvsa.com

Subject: Rm: FW: pdvsa

Ravi

We hope to received the payment tomorrow, in order to resolve this situation

Rgds

María Gabriela Silva International Finance Operations Department PDVSA Petróleo S.A Phone: 58 212 7083936 Fax: 58 212 7083944/3964

----- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 19/12/2006 02:57 p.m. ----

"RaviRamdas" <ravir@loves.co< th=""><th>om&gt;</th><th></th><th></th><th></th></ravir@loves.co<>	om>			
19/12/2006 02:50 p.m.		Para	<silvamgj@pdvsa.com></silvamgj@pdvsa.com>	
		cc	"Betty Proudfoot" <bettyp@loves.com>, "Steve Magness" <stevem@loves.com></stevem@loves.com></bettyp@loves.com>	,
	·	Asunto	FW: pdvsa	
				-
•				
	•		,	
Silvia,				
This is the invoice we receive	ed from the agents Adv	anced E	ngineering, only yesterday.	
•				
Thanks and regards,				
Ravi Ramdas				
Vavi Valliuas	•			

From:advanced-engineering@hotmail..com [mailto:advanced-engineering@hotmail.com]
Sent:Monday, December 18, 2006 2:20 PM
To:Ravi Ramdas

Cc:daniel
Subject:pdvsa
Importance:High

Dear Ravi

Pls proceed with pdvsas payment as soon as posible as they are claiming it,

Bst rgds,

N. Sandoval

\*\*\*\*\*\* USO DEL CORREO ELECTRONICO DE PDVSA HACIA INTERNET \*\*\*\*\*
Esta nota puede contener informacion de interes solo para PDVSA o sus
negocios. Solo esta permitida su copia, distribucion o uso a personas
autorizadas. Si recibio esta nota por error, por favor destruyala y
notifique al remitente o a webmaster@pdvsa.com.

**English Translation** 

To: Cc:

Subject: RE: FW: pdvsa

History: This message has been forwarded.

[Text in English]

---Forwarded by MARIA SILVA/SILVAMGJ/PDV/PDVSA dated 12/19/2006 02:57 p.m.---

### JPMorganChase 🕽

JPMorgan Chase Bank, N.A. c'o JPMorgan Treasury Services Global Trade Services 10420 Highland Manor Drive Tampa, FL 33610

NOV 17, 2006

OUR L/C NO.: CTCS-651908

APPLICANT REF. NO.: PDVSA-2

AMENDMENT NO.: 1

TO:

PDVSA PETROLEO S.A.
DIVISION CORPORATIVA DE MANUFACTURA
Y MERCADEO EDIF. PDVSA, TORRE OESTE
CARACAS,
VENEZUELA

APPLICANT:

MUSKET CORPORATION ON BEHALF OF THE COMPANY INTRAKAM SA DE CV 10601 N. PENNSYLVANIA

P.O. BOX 26210

OKLAHOMA CITY, OK 73126

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE REFERENCED STANDBY LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

RECEIVER'S REFERENCE:

NONREF

APPLICANT'S NAME AND ADDRESS ARE CHANGED TO MUSKET CORPORATION ON BEHALF OF THE COMPANY INTRAKAM SA DE CV 10601 N. PENNSYLVANIA P.O. BOX 26210 OKLAHOMA CITY, OK 73126

BENEFICIARY'S NAME AND ADDRESS ARE CHANGED TO PDVSA PETROLEO S.A.
DIVISION CORPORATIVA DE MANUFACTURA
Y MERCADEO EDIF. PDVSA, TORRE OESTE
CARACAS,
VENEZUELA

THE FOLLOWING 2 CONDITIONS ARE ADDED:

WE UNDERSTAND THIS LETTER OF CREDIT IS ISSUED RELATIVE TO CONTRACT REFERENCE 015INTRAK COVERING THE PURCHASE OF MT35,708 OF D2 DIESEL OIL BETWEEN PDVSA PETROLEO S.A. AND THE COMPANY INTRAKAM SA DE CV. WE FURTHER UNDERSTAND THAT INTRAKAM SA DE CV'S ROLE IS AS AN OPERATIVE ON BEHALF OF PDVSA PETROLEO S.A., ONLY.

THE AMOUNT AVAILABLE FOR DRAWING UNDER THIS LETTER OF CREDIT WILL BE REDUCED BY THE AMOUNT OF ANY PAYMENTS MADE OUTSIDE THIS LETTER OF CREDIT TO

#### 

JPMorganChase 🖨

JPMorgan Chase Bank, N.A. e/o JPMorgan Treasury Services Global Trade Services 10420 Highland Manor Drive Lampa, FL 33610

PDVSA PETROLEO S.A.

NOV 17, 2006 OUR L/C NO.: CTCS-651908 APPLICANT REF. NO.: PDVSA-2 AMENDMENT NO.: 1

THE BENEFICIARY IF SUCH PAYMENTS ARE MADE THROUGH JPMORGAN CHASE BANK, N.A., CHICAGO AND REFERENCE THIS LETTER OF CREDIT.

BENEFICIARY'S SIGNED AND DATED STATEMENT IS CHANGED TO READ AS FOLLOWS:
"WE, PDVSA PETROLEOS, S.A, HEREBY CERTIFY THAT MUSKET CORPORATION ON BEHALF
OF THE COMPANY INTRAKAM SA DE CV HAS FAILED TO PAY US ON DUE DATE THE
AMOUNT OF U.S. \$16,400,000.00 PLUS +/- 10% (SIXTEEN MILLION FOUR HUNDRED
THOUSAND AND 00/100 U.S. DOLLARS PLUS AND MINUS TEN PERCENT) FOR THE
SHIPMENT OF MT35,708 OF D2 DIESEL OIL FROM PUNTA CARDON, VENEZUELA TO
HOUSTON, TEXAS, USA SHIPPED ON VESSEL M/T TEAM ANIARA." THEREFORE, WE
DEMAND PAYMENT OF SAID AMOUNT IN SAME DAY FUNDS VIA WIRE TRANSFER TO OUR
ACCOUNT PDVSA PETROLEO S.A., JPMORGAN CHASE BANK, N.A., NEW YORK 270 PARK
AVE., NEW YORK 10172, ACCOUNT NUMBER ROUTER SWIFT:

ALL AMENDMENT UNDER THIS LETTER OF CREDIT ARE SUBJECT TO THE BENEFICIARY'S AGREEMENT, AS PER (SELECT ONE) [ARTICLE 9D, UCP 500] OR [RULE 1.06B, ISP98]. THIS AMENDMENT SHALL NOT BE CONSIDERED OPERATIVE UNLESS THE BENEFICIARY COMMUNICATES THEIR AGREEMENT TO THE AMENDED TERMS. PLEASE INDICATE YOUR ACCEPTANCE/REJECTION BY SIGNING AND RETURNING A COPY OF THIS AMENDMENT TO THE ATTENTION OF STANDBY LETTER OF CREDIT UNIT, 300 S. RIVERSIDE PLAZA, MAIL CODE IL1-0236, CHICAGO, ILLINOIS60606-0236.

### JPMorganChase 🞝

JPMorgan Chase Bank, N.A. c.o JPMorgan Treasury Services Global Trade Services 10420 Highland Manor Drive Tampa, FL 33610

NOV 17, 2006

OUR L/C NO.: CTCS-651908

APPLICANT REF. NO.: PDVSA-2

AMENDMENT NO.: 1

NOTE: KINDLY SIGNIFY YOUR CONSENT TO THIS AMENDMENT BY SIGNING AND RETURNING THE ENCLOSED COPY DIRECTLY TO US OR THE ADVISING BANK (IF ONE IS PRESENT) FOR TRANSMISSION TO US. YOUR IMMEDIATE ATTENTION TO THIS MATTER WILL BE APPRECIATED IN ORDER THAT WE MAY COMPLETE OUR RECORDS.

AUTHORIZED SIGNATURE

170651 Evenin Abbasi

Page 3 of 3



"Betty Proudfoot" <BettyP@loves.com> 19/12/2006 03:50 p.m.

Para ·"Maria Silva at PDVSA" <silvamgj@pdvsa.com>

"Steve Magness" <stevem@loves.com>, "Ravi Ramdas"

<Ravir@loves.com>

Asunto Emailing: PDVSA WIRE TFR

Historial:

🕒 Este mensaje ha sido remitido.

Maria,

We have wired the \$14,433,192.57 to your account at JPMorgan Chase. The attachment is our confirmation back from the bank with all the details.

CCO

We will be in touch with you tomorrow, after we have talked to Intrakam, regarding the differences in the billings for the product.

Betty Proudfoot Musket Corporation Ph: 1-405-302-6758 Fax: 1-463-3758

E-mail: bettyp@loves.com

The message is ready to be sent with the following file or link attachments:

PDVSA WIRE TFR

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled. <<PDVSA WIRE TFR.pdf>>

- PDVSA WIRE TFR.pdf

Crystal Report Viewer

ВС

10480770

USD

14,433,192.57 USD

14.433.192.57 PDVSA PETROLEO, S.A.

**BOOK TRANSFER** 

DOM

509299 12/19/2006 2:23:23PM

Instructions to Bene Bank

Internal Memo Bank One Instructions to Filed 02/02/2007

Routing Code Bank Name  JPMORGAN CHASE BANK, NA  Address  NEW YORK, NY	i i	e j	Routing Code		Banaficiam, Bank Datail	On Behalf Of	Template Code		Pymt Sys Ref. 0892500353ZO	Payment Type DOM	Customer Ref	Rate TBD	Debit Amount USD 14,433,192.57	Payment Amount USD 14,433,192.57	Transaction Date 19 Dec 2006	Value Date 19 Dec 2006	Status Confirmed	Tran Ref 509299	Payment Details	Today's Bank Confirmed Payments Report - Detail	BANK ONE The
		ID Address	Name	Originator Details		Admess			Bank Name	Routing Type Fedwire ABA			Intermediary Bank Datails		Short Name MUSKETCO	Account No.	<b>)</b>	Account Name MUSKET CORP GENERAL	Debit Account Details	•	The One Net - Wires (SM)
Draft Number	Released Reject Reason	Onapproved Deleted Mgr Approved		Approved I BETTYP Approved 2 BETTYP	=		Last Activity BETTYP	Charges Activity I co							Address		Name Physa Petrol so a	Account	<b>Beneficiary Details</b>	As of: December 19, 2006 2:27:50 pm	
	12/19/2006 2:09:05PM			12/19/2006 2:08:18PM 12/19/2006 2:08:18PM			12/19/2006 2:21-21PM									300					

Draft Advice
PAYMENT UNDER LETTER OF CREDIT NO.
CTCS-651908 MUSKET CORPORATION ON BEHALF
OF INTRAKAM SA DE CV, INV 383222-0

Reprint Count Print Processed?

2

Last Reprint

## English Translation

To: Cc:

Subject: Emailing: PDVSA WIRE TFR

History: This message has been forwarded.

[Text in English]



fiore.petrassi@jpmchase.co 28/12/2006 04:47 p.m.

·MARIA SILVA <silvamgj@pdvsa.com> Para bill.slowinski@jpmchase.com, cynthia.sadural-pasia@jpmchase.com, cc linda.w.grant@jpmchase.com, evelyn.d.abbasi@jpmchase.com, loretto.m.white@jpmchase.com

Re: Rm: Payment Request / Team Aniara / Musket Asunto Corporation on behalf of Intrakam

Historial:

Este mensaje ha sido remitido.

Maria,

The attached document complies with the stated terms of the letter of credit and we will be making payment tomorrow.

Please call me with any questions.

Fiore (Frank) Petrassi Vice President - Global Trade Services JPMorgan Chase Bank, N.A.

Phone: 312-954-1933 312-954-5303 Fax:

Email: fiore.petrassi@jpmchase.com

Global Trade Customer Service Hot Line: 800-634-1969

MARIA SILVA <siivamgj@pdvsa.com>

12/28/2006 02:11 PM

To fiore.petrassi@jpmchase.com

Subj Rm: Payment Request / Team Aniara / Musket Corporation on

ect behalf of Intrakam

Fran do you have any notice about this?

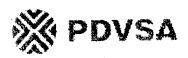
--- Remitido por MARIA SILVA/SILVAMGJ/PDV/PDVSA con fecha 28/12/2006 04:07 p.m. -----

MARIA SILVA/SILVAMGJ/PDV/PDVSA

fiore.petrassi@jpmchase..com

28/12/2006 02:55 p.m.

Asunt Rm: Payment Request / Team Aniara / Musket Corporation on behalf of o Intrakam



December 28Th,2006

#### CERTIFICATE

"We PDVSA Petroleo,S.A, hereby certify that Musket Corporation on Behalf of the company Intrakam S.A de CV has failed to pay us on due date 13.NOV.06 the amount of a A MILLION FIVE HUNDRED SIXTY-ONE THOUSAND SIXTY-ONE WITH FIFTY CENTS (US\$ 1.561.061,50) for the shipment of MT 35.708 of D2 Diesel Oil from Punta Cardon, Venezuela to Houston, Texas, USA shipped on vessel M/T "Team Aniara". Therefore, we demand payment of said amount in same day funds via wire transfer to our account PDVSA Petroleo S.A., JPMorgan Chase Bank, N.A., New York 270 Park Ave. New York 10172, account number 0011992765 Router 021000021 Swift: CHASUS33".

María Gabriela Silva Gomez Letter of Credit Department



#### SIGHT DRAFT

AMOUNT: \$\_\_1.561.061,50\_\_

DATE: \_\_12/22/2006

AT SIGHT OF THIS BILL OF EXCHANGE PAY TO THE ORDER OF \_PDVSA PETROLEO S.A\_THE

AMOUNT OF \_\_ONE MILLION FIVE HUNDRED SIXTY ONE THOUSAND SIXTY ONE U.S. DOLLARS\_\_

VALUE RECEIVED AND CHARGE TO THE ACCOUNT OF [MUSKET CORPORATION ON BEHALF OF THE COMPANY INTRAKAM SA]

DRAWN UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. CTCS-651908

REMIT FUNDS AS FOLLOWS:

[JPMORGAN CHASE NEW YORK BENEFICIARY:PDVSA PETROLEO ABA ACCOUNT: 0011992765 ABA ROUTING: 0210000021]

DRAWER ROVSA PETROLEO SA

BY: MARIA GABRIELA SILVA LEZZER OF CREDIT DEPARTMENT

TO
JPMORGAN CHASE BANK, N.A.
300 SOUTH RIVERSIDE PLAZA
MAIL CODE IL1-0236
CHICAGO, IL 60606-0236

# **English Translation**

To:

Cc: Subject: RE: FW: Payment Request/ Team Aniara/ Musket Corporation on behalf of Intrakam

History: This message has been forwarded.

[Text in English]

---Forwarded by MARIA SILVA/SILVAMGJ/PDV/PDVSA dated 12/28/2006 04:07 p.m.---

[Attaching Documents]

Benard V. Preziosi, Jr. (BP-5715) Lizabeth L. Burrell (LB-7980) Christopher C. Costello (CC-6516)

CURTIS, MALLET-PREVOST, COLT & MOSLE LLP

101 Park Avenue

New York, New York 10178

Telephone: (212) 696-6000

Facsimile:

(212) 697-1559

Attorneys for Defendant

PDVSA Petroleo, S.A. (a/k/a PDVSA Petroleo y Gas, S.A.)

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

MUSKET CORPORATION,

Plaintiff,

- against -

PDVSA PETROLEO, S.A., a/k/a PDVSA PETROLEO Y GAS, S.A., and ADVANCED ENGINEERING DEVELOPMENT LTD.,

Defendants.

Civil Action No. 06 CV 15522 (VM)

#### AFFIDAVIT OF ANTONIO DE LISI MARTÍNEZ

STATE OF NEW YORK )ss.:

COUNTY OF NEW YORK

ANTONIO DE LISI MARTÍNEZ, being duly sworn, deposes and says:

- 1. I am associated with Curtis, Mallet-Prevost, Colt & Mosle LLP, attorneys for defendant PDVSA Petroleo, S.A. (a/k/a PDVSA Petroleo y Gas, S.A.) ("PDVSA") in this action.
- 2. I am fluent in both Spanish and English. I am an attorney admitted to practice law in the United Mexican States. I received my Licenciatura en Derecho (an L.L.B. equivalent) from the Instituto Tecnológico Autónomo de México, A.C. in May 2005 and an L.L.M. from Columbia Law School in May 2006. From January 2004 through April 2005, I was a Pasante (legal trainee) at Curtis, Mallet-Prevost, Colt & Mosle, S.C. in Mexico City. During the summer of 2005, I was an intern at the Inter-American Development Bank in Washington, D.C. My experience has included work in connection with transactions involving Spanish language documents, and in the course of my work, I have translated many documents from Spanish to English (as well as from English to Spanish).
- 3. At the request of Lizabeth L. Burrell and Benard V. Preziosi, Jr., I translated a number of documents that are being submitted to the Court in connection with PDVSA's opposition to the motion of Musket Corporation. The documents I translated include (a) the declaration of Maria Gabriela Silva and (b) the Spanish-language exhibits that are appended to the declarations of Ms. Silva and Gilmer G. González G. To the best of my abilities, the translations are true and correct. In some instances, the translation is not

verbatim because such a translation did not make sense. In these cases, to the best of my ability, the translation reflects the commercial sense of the words in the Spanish original.

Antonio De Lisi Martínez

Sworn to before me this 2<sup>nd</sup> day of February, 2007

Notary Public

LYNN M. MOONEY
Notary Public, State of New York
No. 41-4841073
Qualified in Queens County
Certificate Filed in New York County
Commission Evolves, June 30, 20, 47